Form 1 - Vendor's statement

(Section 7 Land and Business (Sale and Conveyancing) Act 1994)

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Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The *Aboriginal Heritage Act 1988* protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

Instructions to the vendor for completing this statement:

☐ *means the Part, Division, particulars or item may not be applicable.*

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

If it is not applicable, ensure the box is empty or strike out the Part, Division, particulars or item. Alternatively, the Part, Division, particulars or item may be omitted, but not in the case of an item or heading in the table of particulars in Division 1 of the Schedule that is required by the instructions at the head of that table to be retained as part of this statement.

* *means strike out or omit the option that is not applicable.*

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).

If there is insufficient space to provide any particulars required, continue on attachments.

Part A - Parties and land

1 Purchaser:

Address:

Street 1
Street 2
Suburb State Postcode

2 Purchaser's registered agent: ☐

Address:

Street 1
Street 2
Suburb State Postcode

3 Vendor:

DAVID CRAIG KLUSKE AND COLLEEN KLUSKE

Address:

Street 1 30 FIRST STREET
Street 2
Suburb ARDROSSAN State SA Postcode 5571

4 Vendor's registered agent:

KLEMICH REAL ESTATE PTY LTD ACN: 101 825 147 (RLA 174424) ☑

Address:

Street 1 UNIT 1 / 245 FULLARTON ROAD
Street 2
Suburb EASTWOOD State SA Postcode 5063

5 Date of contract (if made before this statement is served):

6 Description of the land: *[Identify the land including any certificate of title reference]*

Street 1 UNIT 5 / 15 CASTLE STREET
Street 2
Suburb ADELAIDE State SA Postcode 5000
being the *whole / ~~portion~~ of the land comprised in Certificate of Title
VOLUME 5014 FOLIO 841

Part B - Purchaser's cooling-off rights and proceeding with the purchase

To the purchaser:

Right to cool-off (section 5)

1 - Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS -

(a) you purchased by auction; or

(b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or

(c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or

(d) you are a body corporate and the land is not residential land; or

(e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or

(f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or

(g) the contract also provides for the sale of a business that is not a small business.

2 - Time for service

The cooling-off notice must be served -

(a) if this form is served on you before the making of the contract - before the end of the second clear business day after the day on which the contract was made; or

(b) if this form is served on you after the making of the contract - before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

3 - Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4 - Methods of service

The cooling-off notice must be -

(a) given to the vendor personally; or

(b) posted by registered post to the vendor at the following address:

30 FIRST STREET ARDROSSAN SA 5571

(being the vendor's last known address); or

(c) transmitted by fax or email to the following fax number or email address:

ang@klemich.com.au

(being a number or address provided to you by the vendor for the purpose of service of the notice); or

(d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:

1/245 FULLARTON ROAD EASTWOOD SA 5063

(being *the agent's address for service under the *Land Agents Act 1994* / ~~an address nominated by the agent to you for the purpose of service of the notice).~~

Note - Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that -

(a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing;

(b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5 - Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than -

(a) the amount of any deposit paid if the deposit did not exceed $100; or

(b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase -

(a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and

(b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and

(c) you are entitled to retain the solicitor or registered conveyancer of your choice.

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

*~~I~~/We, DAVID CRAIG KLUSKE AND COLLEEN KLUSKE

of 30 FIRST STREET ARDROSSAN SA 5571

being the *vendor(s) / ~~person authorised to act on behalf of the vendor(s~~) in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994.*

Date: 05 November 2025 | 7:57 AM ACDT

Signed: Signed by: David Craig Kluske F032E8BC229740B...

Date:

Signed:

Date: 05 November 2025 | 8:28 AM ACDT

Signed: Signed by: Colleen Kluske AA260ED7E7F649B...

Date:

Signed:

Part D - Certificate with respect to prescribed inquiries by registered agent ☑

(section 9)

To the purchaser:

I, MIRIAM ANTOINETTE ERRINGTON OF MIRIAM ERRINGTON CONVEYANCING PTY LTD

certify *that the responses / ~~that, subject to the exceptions stated below, the responses~~ to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions:

Date: 04 November 2025 | 2:33 PM ACDT

Signed: DocuSigned by: Miriam Errington E8BFA70B2ED94A7...

~~*Vendor's~~ / ~~Purchaser's agent~~

*Person authorised to act on behalf of *Vendor's/~~Purchaser's~~ agent

Schedule - Division 1

Particulars of mortgages, charges and prescribed encumbrances affecting the land (section 7(1)(b))

Note -

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement.

Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless -

(a) there is an attachment to this statement and -
  (i) all the required particulars are contained in that attachment; and
  (ii) the attachment is identified in column 2; and
  (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance -
  (i) is 1 of the following items in the table:
    (A) under the heading 1. General -
      1.1 Mortgage of land
      1.4 Lease, agreement for lease, tenancy agreement or licence
      1.5 Caveat
      1.6 Lien or notice of a lien
    (B) under the heading 36. Other charges -
      36.1 Charge of any kind affecting the land (not included in another item); and
  (ii) is registered on the certificate of title to the land; and
  (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1	Column 2	Column 3

[If an item is applicable, ensure that the box for the item is ticked and complete the item.]
[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.
Alternatively, the item and any inapplicable heading may be omitted, but not in the case of-
(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
(c) the heading "6. Repealed Act conditions" and item 6.1; and
(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,
which must be retained as part of this statement whether applicable or not.]
*[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.]*
[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]
[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

1. General

1.1 Mortgage of land

*[**Note -** Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable?	✓
Will this be discharged or satisfied prior to or at settlement?	YES
Are there attachments?	YES

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

CERTIFICATE OF TITLE VOLUME 5014 FOLIO 841

Number of mortgage (if registered):

9568799

Name of mortgagee:

WESTPAC BANKING CORPORATION

1.2 Easement

(whether over the land or annexed to the land)

Note - "Easement" includes rights of way and party wall rights

*[**Note -** Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

PROPERTY INTEREST REPORT p.12/13

Description of land subject to easement:

WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5014 FOLIO 841

Nature of easement:

ELECTRICITY AND TELECOMMUNICATIONS INFRASTRUCTURE - BUILDING RESTRICTIONS AND STATUTORY EASEMENTS (INCLUDING THOSE RELATED TO GAS, WATER AND SEWAGE)
REFER TO ATTACHMENT

Are you aware of any encroachment on the easement?

NO

If YES, give details:

If there is an encroachment, has approval for the encroachment been given?

If YES, give details:

1.3 Restrictive covenant

*[**Note -** Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

Does the restrictive covenant affect the whole of the land being acquired?

If NO, give details:

Does the restrictive covenant affect land other than that being acquired?

1.4 Lease, agreement for lease, tenancy agreement or licence

(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

*[**Note -** Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

~~***Is this item applicable?***~~

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Name of parties:

Period of lease, agreement for lease etc:

From to

Amount of rent or licence fee:

$ per (period)

Is the lease, agreement for lease etc in writing?

If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify -

(a) the Act under which the lease or licence was granted:

(b) the outstanding amounts due (including any interest or penalty):

5. *Development Act 1993* (repealed)

5.1 section 42 - Condition (that continues to apply) of a development authorisation

*[**Note** - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

~~***Is this item applicable?***~~

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Condition(s) of authorisation:

6. Repealed Act conditions

6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed)

*[**Note** - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable? ☑

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

LOCAL GOVERNMENT ENQUIRY pp.5,17/20

Nature of condition(s):

APPLICATION NO: P12276
DESCRIPTION: REFER TO ATTACHMENT

7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

Is this item applicable? ☑

Will this be discharged or satisfied prior to or at settlement? YES

Are there attachments? YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

Date of notice:

28 OCT 2025

Amount of levy payable:

REFER TO ATTACHMENT

21. *Local Government Act 1999*

21.1 Notice, order, declaration, charge, claim or demand given or made under the Act

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? YES

Are there attachments? YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

LOCAL GOVERNMENT ENQUIRY pp.1-3/20

Date of notice, order etc:

30 OCT 2025

Name of council by which, or person by whom, notice, order etc is given or made:

CITY OF ADELAIDE

Land subject thereto:

UNIT 5 SP 6739 CT-5014/841
FLOOR 1 5/15 CASTLE STREET ADELAIDE SA 5000

Nature of requirements contained in notice, order etc:

REFER TO ATTACHMENT

Time for carrying out requirements:

PRIOR TO OR AT SETTLEMENT

Amount payable (if any):

$1,734.90

22. *Local Nuisance and Litter Control Act 2016*

22.1 section 30 - Nuisance or litter abatement notice

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of notice:

Notice issued by:

Nature of requirements contained in notice:

Time for carrying out requirements:

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1 section 6 - Restriction on building work ~~***Is this item applicable?***~~

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Does the restriction apply to all of the land?

If NO, give details about the part of the land to which the restriction applies:

29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5 - Planning and Design Code

*[**Note** - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]*

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

LOCAL GOVERNMENT ENQUIRY pp.6,18-20/20 AND PROPERTY INTEREST REPORT p.8/13

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):

ZONES:
CITY LIVING (CL)
OVERLAYS:
REFER TO LOCAL GOVERNMENT ENQUIRY pp.18-19/20

Is there a State heritage place on the land or is the land situated in a State heritage area? NO

Is the land designated as a local heritage place? NO

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO

Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES

Note - For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.

29.2 section 127 - Condition (that continues to apply) of a development authorisation

*[**Note** - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]*

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

29.3 section 139 - Notice of proposed work and notice may require access

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of notice:

Name of person requesting access:

Reason for which access is sought (as stated in the notice):

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of order:

Terms of order:

Building work (if any) required to be carried out:

Amount payable (if any):

29.6 section 142 - Notice to complete development

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of notice:

Requirements of notice:

Building work (if any) required to be carried out:

Amount payable (if any):

29.7 section 155 - Emergency order

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8 section 157 - Fire safety notice

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of notice:

Name of authority giving notice:

Requirements of notice:

Building work (if any) required to be carried out:

Amount payable (if any):

29.9 section 192 or 193 - Land management agreement

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of agreement:

Names of parties:

Terms of agreement:

29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

29.12 Part 16 Division 1 - Proceedings ~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

29.13 section 213 - Enforcement notice ~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

Building work (if any) required to be carried out:

Amount payable (if any):

29.14 section 214(6), 214(10) or 222 - Enforcement order

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

Building work (if any) required to be carried out:

33. *Upper South East Dryland Salinity and Flood Management Act 2002 (expired)*

33.1 section 23 - Notice of contribution payable

~~***Is this item applicable?***~~ ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of notice:

Terms of notice:

Amount payable:

34. *Water Industry Act 2012*

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

Is this item applicable? ☑

Will this be discharged or satisfied prior to or at settlement? YES

Are there attachments? YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION

Date of notice or order:

28 OCT 2025

Name or person or body who served notice or order:

SOUTH AUSTRALIAN WATER CORPORATION

Amount payable (if any) as specified in the notice or order:

$176.30

Nature of other requirement made (if any) as specified in the notice or order:

REFER TO ATTACHMENT

Particulars relating to a strata unit ☑

1 Name of strata corporation: STRATA CORPORATION 6739 INC.

Address of strata corporation: 15 CASTLE STREET ADELAIDE SA 5000

2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.

3 Particulars supplied by the strata corporation or known to the vendor:

(a) particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit):

REFER TO STATEMENT PURSUANT TO SECTION 41 OF THE STRATA TITLES ACT 1988 p.1/84

(b) particulars of assets and liabilities of the strata corporation:

REFER TO STATEMENT PURSUANT TO SECTION 41 OF THE STRATA TITLES ACT 1988 p.2/84

(c) particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute:

REFER TO STATEMENT PURSUANT TO SECTION 41 OF THE STRATA TITLES ACT 1988 pp.14-39/84

(d) particulars of the unit entitlement of the unit:

UNIT ENTITLEMENT: 1,366
TOTAL ENTITLEMENT: 10,000
REFER TO STRATA PLAN 6739 p.4/4

[If any of the above particulars have not been supplied by the strata corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]

4 Documents supplied by the strata corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the strata corporation and management committee *for the 2 years preceding this statement / ~~since the deposit of the strata plan~~;

*(*Strike out or omit whichever is the greater period)*

YES

(b) a copy of the statement of accounts of the strata corporation last prepared;

YES

(c) a copy of current policies of insurance taken out by the strata corporation.

YES

[For each document indicate (YES or NO) whether or not the document has been supplied by the strata corporation by the date of this statement.]

5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the strata corporation and give details of any other steps taken to obtain the particulars or documents concerned:

NOT APPLICABLE

6 A copy of the articles of the strata corporation is enclosed. ☐

~~7 The following additional particulars are known to the vendor or have been supplied by the strata corporation:~~

8 Further inquiries may be made to the secretary of the strata corporation or the appointed strata manager.

Name: WHITTLES

Address: 176 FULLARTON ROAD
DULWICH SA 5065

Note-

1 A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)-(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.

2 Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.

3 All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.

4 For a brief description of some of the matters that need to be considered before purchasing a strata unit, see Division 3 of this Schedule.

Schedule-Division 3-Community lots and strata units ☑

Matters to be considered in purchasing a community lot or strata unit

The property you are buying is on strata or community title. There are **special obligations and restrictions** that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of **articles or by-laws**. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to **know the financial state of the body corporate** and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

The body corporate can **require you to maintain your property**, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can **require you to contribute** to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

Guarantee

As an owner, you are a **guarantor** of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out **what contracts the body corporate is committed to and the cost**.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

Buying off the plan

If you are buying a property that has not been built yet, then you **cannot be certain** what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop-owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see www.reisa.com.au.

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advice Service with respect to conveyancers and the conveyancing process, see www.aicsa.com.au.

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424.

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

ANNEXURES

~~* There are no documents annexed hereto~~

* The following documents are annexed hereto -

FORM R3 - BUYERS INFORMATION NOTICE

COPY OF CERTIFICATE(S) OF TITLE TO THE LAND

LOCAL GOVERNMENT ENQUIRY

PROPERTY INTEREST REPORT

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

CERTIFICATE OF LAND TAX PAYABLE

CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION

STATEMENT PURSUANT TO SECTION 41 OF THE STRATA TITLES ACT 1988

STRATA PLAN

MFS HOME FIRE SAFETY INFORMATION

ACKNOWLEDGEMENT OF RECEIPT

* I / We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this _____ Day of _____ 20____

Signed:		Signed:	
Date:		Date:	
Signed:		Signed:	
Date:		Date:	

*(*Strike out whichever is not applicable)*

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Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 2025 regulation 16

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services recommends that you check the Consumer and Business Advice section on the following website: www.cbs.sa.gov.au

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all of the issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring**, **gas installation**, **plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

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Enjoyment

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant** trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (eg electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit Consumer and Business Advice section on the following website: www.cbs.sa.gov.au

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.

September 2025

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Form R7

Warning Notice

Financial and Investment Advice

Land and Business (Sale and Conveyancing) Act 1994 section 24B
Land and Business (Sale and Conveyancing) Regulations 2025 regulation 21

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following —

You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.

NOTE: For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must

- in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words "**I am legally required to give you this warning**"; or
- in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.

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COPY OF CERTIFICATE(S) OF TITLE TO THE LAND

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LAND SERVICES SA

Product	Register Search (CT 5014/841)
Date/Time	27/10/2025 03:49PM
Customer Reference	02649
Order ID	20251027008934

REAL PROPERTY ACT, 1886
South Australia

The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.

REGISTRAR-GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 5014 Folio 841

Parent Title(s) CT 4258/660

Creating Dealing(s) CONVERTED TITLE

Title Issued 14/03/1991 **Edition** 2 **Edition Issued** 30/04/2003

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

DAVID CRAIG KLUSKE
COLLEEN KLUSKE
OF 3 BRIDGE STREET ARDROSSAN SA 5571
AS JOINT TENANTS

Description of Land

UNIT 5 STRATA PLAN 6739
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
9568799	MORTGAGE TO WESTPAC BANKING CORPORATION

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

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LOCAL GOVERNMENT ENQUIRY

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CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Date: 30October 2025

Email: city@cityofadelaide.com.au

Dear Sir/Madam,

Land and Business (Sale and Conveyancing) Act – Section 7 enquiries.

I have received your letter requesting information on encumbrances for the property as detailed below:

Title Reference	CT-5014/841
Owner Name	Mr D C Kluske and Ms C Kluske
Address of Property	Floor 1 5/15 Castle Street, ADELAIDE SA 5000

You are advised:

- If there are any encumbrances on this property, they are attached hereto.

In addition:

Please be advised that any rebates which apply to this property may not still be applicable with a change in ownership.

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

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THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

MIRIAM ERRINGTON CONVEYANCING
PO Box 424, STEPNEY SA 5069

Dear Sir/Madam

Certificate in accordance with Section 187 of the Local Government Act.

I have received your request for information on the Premises below.

Date Received	27 October 2025
Receipt Number	7004553
Document Issue Date	30 October 2025
Property Address	Floor 1 5/15 Castle Street, ADELAIDE SA 5000
Property Description	Unit 5 SP 6739
Property Titles	CT-5014/841
Owner of Property	Mr D C Kluske and Ms C Kluske

Local Government Act 1999 [Act]

Liability for rates if land is not rateable for the whole of the financial year

Section 179

(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.
(2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment:

If an instalment is not received on, or before, the due date (2nd September; 2nd December; 3rd March; 2nd June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.76% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

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CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Assessment No: 9210 6

Property Location	**Floor 1 5/15 Castle Street, ADELAIDE**
Rateable Valuation	$16,200
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$2,313.35**
Interest, Current	$11.50
Interest, Arrears	$0.00
Rebates	$0.00
Legal Charges, Current	$0.00
Deferred Debts	$0.00
	$0.00
Paid	$-589.95
Overpayments	$0.00
Refunds	$0.00
Outstanding Balance	**$1,734.90**

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CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Change of Ownership – New Owner Information

Rates & Property Enquiries: 8203 7203

Please fill in the below information or provide to the purchaser to fill in and return to r.mail@cityofadelaide.com.au or to GPO Box 2252 ADELAIDE SA 5001

Name: MIRIAM ERRINGTON CONVEYANCING

Address: PO Box 424, STEPNEY SA 5069

File reference:

Phone number:

Certificate of Title:	CT-5014/841
Property Description:	Unit 5 SP 6739
Property Address:	Floor 1 5/15 Castle Street, ADELAIDE SA 5000
Previous Owner: **(Full names)**	Mr D C Kluske and Ms C Kluske
New Owner: **(Titles and full names)**	
New Owner's Postal address for future notices: **(or managing agent)**	
New Owner's Postal address for general mail: (if different to above)	
New Owner's contact phone number(s):	
New Owner's email address:	
Settlement Date:	

This information is provided to the City of Adelaide for local government related purposes and is held in accordance with our privacy policy, available at https://www.cityofadelaide.com.au

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PRESCRIBED INFORMATION

Address: ***Floor 1 5/15 Castle Street, ADELAIDE SA 5000*** ***Reference:*** **2000/02700**

Certificate of Title: ***CT-5014/841*** ***Dated:*** ***28 October 2025***

Prescribed encumbrance	Other particulars required
Part 1—Items that must be included in statement	
{If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.}	
Development Act 1993 (repealed)	
~~Section 42 – Condition (that continues to apply) of a development authorisation~~	~~Date of Authorisation:~~ ~~Name of relevant authority that granted authorisation:~~ ~~Condition(s) of authorisation:~~

Repealed Act conditions	
Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)	Nature of Condition(s): ***Repealed Act Conditions – Refer to Attachment***

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PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): **Refer to attached PlanSA Section 7 Report** Is there a State heritage place on the land or is the land situated in a State heritage area? *~~YES~~/NO Is the land designated as a local heritage place? *~~YES~~/NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? *~~YES~~/NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? *YES/~~NO~~
Section 127 - Condition (that continues to apply) of a development authorisation	~~Date of authorisation:~~ ~~Name of relevant authority that granted authorisation:~~ ~~Condition(s) of authorisation:~~ **Refer to attached PlanSA Section 7 Report**

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PRESCRIBED INFORMATION

Part 2—Items to be included if land affected	
[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]	
Development Act 1993	
~~section 50(1)—Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 50(2)—Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~
~~section 55—Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 56—Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~Section 57 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~

~~Section 69 – Emergency Order~~	~~Date of order:~~ ~~Name of authorised officer who made order:~~ ~~Name of authority that appointed authorised officer:~~ ~~Nature of order:~~ ~~Amount payable (if any):~~

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PRESCRIBED INFORMATION

~~Section 71 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authorised officer giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~

~~Section 84 – Enforcement notice~~	~~Date notice given:~~ ~~Name of relevant authority giving notice:~~ ~~Nature of directions contained in notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 85(6), 85(10) or 106—Enforcement order~~	~~Date order made:~~ ~~Name of court that made order:~~ ~~Action number:~~ ~~Names of parties:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~
~~Part 11 Division 2—Proceedings~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
Confirmed – Planning/Development Section	
Fire and Emergency Services Act 2005	
~~section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land~~	~~Date of notice:~~ ~~Person or body who issued notice:~~ ~~Requirements of notice (as stated therein):~~ ~~Amount payable (if any):~~
Confirmed – Enforcement/Compliance section:	
Food Act 2001	
~~section 44—Improvement notice~~	~~Date of notice:~~ ~~Name of authorised officer who served notice:~~ ~~Name of authority that appointed officer:~~ ~~Requirements of notice:~~

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PRESCRIBED INFORMATION

~~section 46—Prohibition order~~	~~Date of order:~~ ~~Name of authority or person who served order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
Housing Improvement Act 1940	
~~section 23—declaration that house is undesirable or unfit for human habitation~~	~~Date of declaration:~~ ~~Those particulars required to be provided by a council under section 23:~~
~~Part 7 (rent control for substandard houses) – Notice or declaration~~	~~Date of notice or declaration~~ ~~Those particulars required to be provided by the housing authority under section 60:~~
Confirmed – Building/Development section:	
Land Acquisition Act 1969	
~~Section 10 – Notice of intention to acquire~~	~~Date of notice:~~ ~~Name of Authority who served notice:~~ ~~Description of land intended to be acquired (as described in the notice):~~

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PRESCRIBED INFORMATION

Local Government Act 1934 (repealed)	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~Date of notice, order etc:~~ ~~Name of council by which, or person by whom, notice, order etc is given or made:~~ ~~Land subject thereto:~~ ~~Nature of requirements contained in notice, order etc:~~ ~~Time for carrying out requirements:~~ ~~Amount payable (if any):~~
Local Government Act 1999	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~Date of notice, order etc:~~ ~~Name of council by which, or person by whom, notice, order etc is given or made:~~ ~~Land subject thereto:~~ ~~Nature of requirements contained in notice, order etc:~~ ~~Time for carrying out requirements:~~ ~~Amount payable (if any):~~
Confirmed – General section:	
Local Nuisance and Litter Control Act 2016	
~~Section 30 – Nuisance or litter abatement notice~~	~~Date of notice:~~ ~~Notice issued by:~~ ~~Nature of requirements contained in notice:~~ ~~Time for carrying out requirements:~~
Planning, Development and Infrastructure Act 2016	
~~section 141 – Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~

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PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
	~~Amount payable (if any):~~
~~section 142 – Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 155 – Emergency order~~	~~Date of order:~~ ~~Name of authorised officer who made order:~~ ~~Name of authority that appointed the authorised officer:~~ ~~Nature of order:~~ ~~Amount payable (if any):~~
~~section 157 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authority giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 192 or 193 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~
~~section 198(1) – Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 198(2) – Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~

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PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
~~Part 16~~ ~~Division 1 – Proceedings~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
~~section 213 – Enforcement notice~~	~~Date notice given:~~ ~~Name of designated authority giving notice:~~ ~~Nature of directions contained in notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~Section 214(6), 214(10) or 222 - Enforcement order~~	~~Date order made:~~ ~~Name of court that made order:~~ ~~Action number:~~ ~~Name of parties:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~
Confirmed – Building/development section: ……..	

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PRESCRIBED INFORMATION

Public and Environmental Health Act 1987 (repealed)	
~~Part 3—Notice~~	~~Date of notice:~~ ~~Name of council or other authority giving notice:~~ ~~Requirements of notice:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of relevant authority that granted the approval:~~ ~~Condition(s) of approval:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)~~	~~Date of order:~~ ~~Name of authority giving order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
South Australian Public Health Act 2011	
~~section 92 Notice~~	~~Date of notice:~~ ~~Name of Council or other relevant authority giving notice:~~ ~~Requirements of notice~~
~~South Australian Public Health (Wastewater) Regulations 2013 Part 4 Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of person or body that granted the approval:~~ ~~Condition (s) of approval:~~
Confirmed – Health section:	

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PRESCRIBED INFORMATION

Other charges	
~~Charge of any kind affecting the land (not included in another item)~~	~~Person or body in whose favour charge exists:~~ ~~Nature of charge:~~ ~~Amount of charge (if known):~~

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PRESCRIBED INFORMATION

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

(a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016,* the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or

(b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or

(c) domestic building work commenced before 1 May 1987; or

(d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or

(e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land:

Building Indemnity Insurance is required....**~~Yes / No~~ / Council holds no record** (refer above note):

1 Name(s) of person(s) insured: .....

2 Name of insurer:.....

3 Limitations on the liability of the insurer:.....

4 Name of builder: .....

5 Builder's licence number: .....

6 Date of issue of insurance:.....

7 Description of insured building work:.....

.....

.....

Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

*** ~~Yes / No~~ / Council holds no record**

If **YES**, give details:

(a) Date of the exemption: .....

(b) Name of builder granted the exemption: .....

(c) Licence number of builder granted the exemption: .....

(d) Details of building work to which the exemption applies:.....

.....

.....

(e) Details of conditions (if any) to which the exemption is subject:.....

.....

.....

Certified – Development Section..... Date.....

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PRESCRIBED INFORMATION

Particulars relating to Environment Protection

Further information held by councils

Does the council hold details of any development approvals relating to—

(a) commercial or industrial activity at the land; or

(b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993*) or the *Planning, Development and Infrastructure Act 2016*?

*~~YES~~/NO

Note—

The question relates to information that the council for the area in which the land is situated may hold. If the council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

A "YES" answer to paragraph (a) of the question may indicate that a ***potentially contaminating activity*** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

It should be noted that—

(a) the approval of development by a council does not necessarily mean that the development has taken place;

(b) the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

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ATTACHMENTS

Attachment – Repealed Act Conditions

APPROVAL under the City of Adelaide Development Control Act, 1976 was given on 26/11/84 to

Demolish a derelict house and erect 7 flats, **P12276**

SUBJECT to the following Condition:

This approval shall only subsist for so long as the 8 car parking spaces hereby approved, which are to be used in association with the premises and which are the subject of this application, are maintained available for such use.

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Data Extract for Section 7 search purposes

Valuation ID 0209027108

Data Extract Date: 28/10/2025

Important Information

This Data Extract contains information that has been input into the Development Application Processing (DAP) system by either the applicant or relevant authority for the development for which approval was sought under the Planning, Development and Infrastructure Act 2016. The Department for Housing and Urban Development does not make any guarantees as to the completeness, reliability or accuracy of the information contained within this Data Extract and councils should verify or confirm the accuracy of the information in the Data Extract in meeting their obligations under the Land and Business (Sale and Conveyancing) Act 1994.

Parcel ID: S6739 UN5

Certificate Title: CT5014/841

Property Address: UNIT 5 FL 15 CASTLE ST ADELAIDE SA 5000

Zones

City Living (CL)

Subzones

Medium-High Intensity (MHI)

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 140 metres AHD)

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

Affordable Housing

The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.

Building Near Airfields

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

Design

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

Heritage Adjacency

The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage Places maintains the heritage and cultural values of those places.

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PRESCRIBED INFORMATION

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

Prescribed Wells Area

The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.

Regulated and Significant Tree

The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.

Stormwater Management

The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.

Urban Tree Canopy

The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable.

Is the land situated in a State Heritage Place/Area

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx

Is the land designated as a Local Heritage Place

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

No

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: https://plan.sa.gov.au/

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PRESCRIBED INFORMATION

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information.

https://code.plan.sa.gov.au/

Associated Development Authorisation Information

A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted.

No

Land Management Agreement (LMA)

No

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

PROPERTY INTEREST REPORT(S)

Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

Title Reference	CT 5014/841	**Reference No.**	2724525
Registered Proprietors	D C & C*KLUSKE	**Prepared**	27/10/2025 15:49
Address of Property	Unit 5 FL 1, 15 CASTLE STREET, ADELAIDE, SA 5000		
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE		
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001		

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website www.cbs.sa.gov.au

Prescribed encumbrance		Particulars (Particulars in bold indicates further information will be provided)
1.	**General**	
1.1	Mortgage of land *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.2	Easement (whether over the land or annexed to the land) Note--"Easement" includes rights of way and party wall rights *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.3	Restrictive covenant *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.	***Aboriginal Heritage Act 1988***	
2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

	an area surrounding a site	
2.3	Part 3 Division 6 - Aboriginal heritage agreement	Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title also Refer to the Certificate of Title

3. *Burial and Cremation Act 2013*

3.1	section 8 - Human remains interred on land	Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title also contact the vendor for these details

4. *Crown Rates and Taxes Recovery Act 1945*

4.1	section 5 - Notice requiring payment	Crown Lands Program in DEW has no record of any notice affecting this title

5. *Development Act 1993* (repealed)

5.1	section 42 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.11	section 85(6), 85(10) or 106 - Enforcement order	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.12	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply also Contact the vendor for these details

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply

7. *Emergency Services Funding Act 1998*

7.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au

8. *Environment Protection Act 1993*

8.1	section 59 - Environment performance agreement that is registered in relation to the land	EPA (SA) does not have any current Performance Agreements registered on this title
8.2	section 93 - Environment protection order that is registered in relation to the land	EPA (SA) does not have any current Environment Protection Orders registered on this title
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.4	section 99 - Clean-up order that is registered in relation to the land	EPA (SA) does not have any current Clean-up orders registered on this title
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	EPA (SA) does not have any current Clean-up authorisations registered on this title
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.7	section 103J - Site remediation order that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.8	section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)	EPA (SA) does not have any current Orders registered on this title

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title

9. *Fences Act 1975*

9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details

10. *Fire and Emergency Services Act 2005*

10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor

11. *Food Act 2001*

11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply

12. *Ground Water (Qualco-Sunlands) Control Act 2000*

12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title

13. *Heritage Places Act 1993*

13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title

14. *Highways Act 1926*

14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title

15. *Housing Improvement Act 1940* (repealed)

15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title

16. *Housing Improvement Act 2016*

16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply

18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title also DEW has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title also DEW has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

	Act	
18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.20	section 215 - Orders made by ERD Court	The regional landscape board has no record of any notice affecting this title
18.21	section 219 - Management agreements	The regional landscape board has no record of any notice affecting this title
18.22	section 235 - Additional orders on conviction	The regional landscape board has no record of any notice affecting this title

19. *Land Tax Act 1936*

19.1	Notice, order or demand for payment of land tax	**A Land Tax Certificate will be forwarded.** **If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.** **Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au**

20. *Local Government Act 1934* (repealed)

20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply

21. *Local Government Act 1999*

21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply

22. *Local Nuisance and Litter Control Act 2016*

22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title

24. *Mining Act 1971*

24.1	Mineral tenement (other than an exploration licence)	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
24.2	section 9AA - Notice, agreement or order to waive exemption from authorised operations	Contact the vendor for these details
24.3	section 56T(1) - Consent to a change in authorised operations	Contact the vendor for these details
24.4	section 58(a) - Agreement authorising tenement holder to enter land	Contact the vendor for these details
24.5	section 58A - Notice of intention to commence authorised operations or apply for lease or licence	Contact the vendor for these details
24.6	section 61 - Agreement or order to pay compensation for authorised operations	Contact the vendor for these details
24.7	section 75(1) - Consent relating to extractive minerals	Contact the vendor for these details
24.8	section 82(1) - Deemed consent or agreement	Contact the vendor for these details

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

25. *Native Vegetation Act 1991*

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

26. *Natural Resources Management Act 2004* (repealed)

26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title

27. *Outback Communities (Administration and Management) Act 2009*

27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

28. *Phylloxera and Grape Industry Act 1995*

28.1	section 23(1) - Notice of contribution payable	The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 - Planning and Design Code *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated. also Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title also For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority also Contact the Local Government Authority for other details that might apply to a place of local heritage value also For details of declared significant trees affecting this title, contact the Local Government Authority also The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.
29.2	section 127 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development

		has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title

31. *Public and Environmental Health Act 1987* (repealed)

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	*Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	*Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title also Contact the Local Government Authority for other details that might apply
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

33. *Upper South East Dryland Salinity and Flood Management Act 2002 (expired)*

33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title

34. *Water Industry Act 2012*

34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	**An SA Water Certificate will be forwarded.** **If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950** also The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title also Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title. also Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title. also Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997* (repealed)

35.1	section 18 - Condition (that remains in force) of a permit	DEW has no record of any condition affecting this title
35.2	section 125 (or a corresponding previous enactment) - Notice to pay levy	DEW has no record of any notice affecting this title

36. Other charges

36.1	Charge of any kind affecting the land (not included in another item)	Refer to the Certificate of Title also Contact the vendor for these details also Contact the Local Government Authority for other details that might apply

Other Particulars

Other particulars as identified in Division 2 of the Schedule to Form 1 as described in the *Regulations to the Land and Business (Sale and Conveyancing) Act 1994*

1.	Particulars of transactions in last 12 months	Contact the vendor for these details
2.	Particulars relating to community lot (including strata lot) or development lot	Enquire directly to the Secretary or Manager of the Community Corporation
3.	Particulars relating to strata unit	Enquire directly to the Secretary or Manager of the Strata Corporation
4.	Particulars of building indemnity insurance	Contact the vendor for these details also Contact the Local Government Authority
5.	Particulars relating to asbestos at workplaces	Contact the vendor for these details
6.	Particulars relating to aluminium composite panels	Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.
7.	Particulars relating to court or tribunal process	Contact the vendor for these details
8.	Particulars relating to land irrigated or drained under Irrigation Acts	SA Water will arrange for a response to this item where applicable
9.	Particulars relating to environment protection	Contact the vendor for details of item 2 also EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title also Contact the Local Government Authority for information relating to item 6
10.	Particulars relating to *Livestock Act, 1997*	Animal Health in PIRSA has no record of any notice or order affecting this title

Additional Information

The following additional information is provided for your information only.
These items are not prescribed encumbrances or other particulars prescribed under the Act.

1.	Pipeline Authority of S.A. Easement	Epic Energy has no record of a Pipeline Authority Easement relating to this title
2.	State Planning Commission refusal	No recorded State Planning Commission refusal
3.	SA Power Networks	SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title
4.	South East Australia Gas Pty Ltd	SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property
5.	Central Irrigation Trust	Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.
6.	ElectraNet Transmission Services	ElectraNet has no current record of a high voltage transmission line traversing this property
7.	Outback Communities Authority	Outback Communities Authority has no record affecting this title
8.	Dog Fence *(Dog Fence Act 1946)*	This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)

Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:
a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (https://1100.com.au) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

***Land Tax Act 1936* and *Regulations* thereunder**

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

Animal and Plant Control (Agriculture Protection and other purposes) Act 1986* and *Regulations

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

Landscape South Australia 2019

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email DEWwaterlicensing@sa.gov.au.

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	27/10/2025 03:49PM
Customer Reference	02649
Order ID	20251027008934

Certificate of Title

Title Reference	CT 5014/841
Status	CURRENT
Easement	NO
Owner Number	08495650
Address for Notices	3 BRIDGE RD ARDROSSAN 5571
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

DAVID CRAIG KLUSKE
COLLEEN KLUSKE
OF 3 BRIDGE STREET ARDROSSAN SA 5571
AS JOINT TENANTS

Description of Land

UNIT 5 STRATA PLAN 6739
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 9568798
Dealing Date	11/04/2003
Sale Price	$190,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	9568799	WESTPAC BANKING CORPORATION

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0209027108	CURRENT	Unit 5 FL 1, 15 CASTLE STREET, ADELAIDE, SA 5000

Notations

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Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0209027108
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/1986
Property Location	Unit 5 FL 1, 15 CASTLE STREET, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	COLLEEN KLUSKE DAVID CRAIG KLUSKE
Owner Number	08495650
Address for Notices	3 BRIDGE RD ARDROSSAN 5571
Zone / Subzone	CL - City Living \ MHI - Medium-High Intensity
Water Available	Yes
Sewer Available	Yes
Land Use	1321 - First Floor Home Unit
Description	H/UNIT CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S6739 UNIT 5	CT 5014/841

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$305,000	$485,000			

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	$305,000	$435,000			

Building Details

Valuation Number	0209027108
Building Style	Conventional
Year Built	1985
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	85 sqm
Number of Main Rooms	5

Note – this information is not guaranteed by the Government of South Australia

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Product	Check Search
Date/Time	27/10/2025 03:49PM
Customer Reference	02649
Order ID	20251027008934

Certificate of Title

Title Reference: CT 5014/841

Status: CURRENT

Edition: 2

Dealings

No Unregistered Dealings and no Dealings completed in the last 90 days for this title

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Product	Historical Search
Date/Time	27/10/2025 03:49PM
Customer Reference	02649
Order ID	20251027008934

Certificate of Title

Title Reference: CT 5014/841

Status: CURRENT

Parent Title(s): CT 4258/660

Dealing(s) Creating Title: CONVERTED TITLE

Title Issued: 14/03/1991

Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
11/04/2003	30/04/2003	9568799	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
11/04/2003	30/04/2003	9568798	TRANSFER	REGISTERED	DAVID CRAIG KLUSKE, COLLEEN KLUSKE
11/04/2003	30/04/2003	9568797	DISCHARGE OF MORTGAGE	REGISTERED	6114480
15/11/1985	08/01/1986	6114480	MORTGAGE	REGISTERED	

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CERTIFICATE OF
EMERGENCY SERVICES LEVY PAYABLE

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2724525

DATE OF ISSUE
28/10/2025

MIRIAM ERRINGTON CONVEYANCING PTY LTD
69 PORTRUSH ROAD
PAYNEHAM SA 5070

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER
08495650

OWNERSHIP NAME
D C & C KLUSKE

PROPERTY DESCRIPTION
5 / 15 CASTLE ST / ADELAIDE SA 5000

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0209027108	CT 5014/841	$485,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2025-2026

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	164.10
- REMISSION	$	98.75
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	5.77
= AMOUNT PAYABLE	$	121.12

Please Note: If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certficate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE **26/01/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
08495650

OWNERSHIP NAME
D C & C KLUSKE

ASSESSMENT NUMBER
0209027108

AMOUNT PAYABLE
$121.12

AGENT NUMBER
100029274

AGENT NAME
MIRIAM ERRINGTON CONVEYANCING PTY LTD

EXPIRY DATE
26/01/2026

+70102587180022> +001571+ <0550165820> <0000012112> +444+

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7010258718** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

CERTIFICATE OF LAND TAX PAYABLE

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2724525

DATE OF ISSUE
28/10/2025

MIRIAM ERRINGTON CONVEYANCING PTY LTD
69 PORTRUSH ROAD
PAYNEHAM SA 5070

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
D C & C KLUSKE

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION
5 / 15 CASTLE ST / ADELAIDE SA 5000

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0209027108	CT 5014/841	$305,000.00	0.0000 HA

DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:

CURRENT TAX	**$**	0.00	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	0.00			
+ ARREARS	**$**	0.00			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**0.00**			

Please Note: If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE **26/01/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit:	www.revenuesa.sa.gov.au
Email:	contactus@revenuesa.sa.gov.au
Phone:	(08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7010258627** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
02 09027 10 8	CT5014841	28/10/2025	8465	2724525

MIRIAM ERRINGTON CONVEYANCING PTY LTD
69 PORTRUSH ROAD
PAYNEHAM SA 5070
miriam@meconvey.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MR DC & MRS C KLUSKE
Location: U5 15 CASTLE ST ADELAIDE UNIT5 S6739
Description: H/UNIT CP
Capital Value: $ 485 000
Rating: Residential

Periodic charges

Raised in current years to 31/12/2025

				$
		Arrears as at: 30/6/2025	:	0.00
Water main available:	1/7/1986	Water rates	:	164.60
Sewer main available:	1/7/1986	Sewer rates	:	188.00
		Water use	:	0.00
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	176.30CR
		Balance outstanding	:	176.30

Degree of concession: 00.00%
Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 7/1/2026

This account has no meter of its own but is supplied from account no 02 09026 99 *.

The Water Use apportionment option is Nil.

If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at https://maps.sa.gov.au/drainageplans/.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

SA Water

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

SA Water

South Australian Water Corporation

Name:
MR DC & MRS C KLUSKE

Water & Sewer Account
Acct. No.: 02 09027 10 8

Amount: _____

Address:
U5 15 CASTLE ST ADELAIDE UNIT5 S6739

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0209027108

BPAY

Biller code: 8888
Ref: 0209027108

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au

Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.

Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 0209027108

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

STATEMENT PURSUANT TO SECTION 41 OF THE STRATA TITLES ACT 1988

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Whittles Better communities. The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

29/10/25

MIRIAM ERRINGTON CONVEYANCERS
87 MELBOURNE STREET
NORTH ADELAIDE, SA, 5006

Dear Sir/Madam

RE: Strata Corporation 6739 Inc.
15 CASTLE STREET, ADELAIDE
ABN: 23305318347
Unit: 00005
OWNER: Mr D C & Mrs C Kluske

The following details are provided pursuant to your request for information under the Strata Titles Act 1988.

Unit Entitlement Value:

The Unit Entitlement Value is 1366 of a total 10000.

Financial Status of the Unit Owner:

The contribution payable to the Administration Fund is currently $437.00 per quarter paid to 14/01/26. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently $70.00 per quarter paid to 14/01/26. No GST is included within this contribution.

Arrears are as follows:

Admin Fund:	$0.00	Interest:	$0.00
Sinking Fund:	$0.00	Other Arrears:	$0.00

TOTAL ARREARS ARE: $0.00 as at 29/10/2025. NEXT CONTRIBUTION IS DUE 15/01/26
(NOTE: An interest rate of 15 % per annum calculated daily applies)

The details provided are, to the best of our knowledge, accurate to this date. As this information could change prior to settlement, Conveyancers are urged to confirm them by telephone IMMEDIATELY PRIOR TO SETTLEMENT.
Please contact Whittles on 8291 2300 or info.adelaide@whittles.com.au

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Known Extraordinary Expenses

Known extraordinary expenses likely to be incurred by the Corporation are as follows:

water consumption paid for by strata corporation.

Please refer to Minutes of Corporation Meetings and other enclosures for other known liabilities.

Special Levies

No special levies payable.

Financial Status of the Strata Plan

The Corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	$6,179.66CR
Sinking Fund	$3,987.83CR (for future projects)

Enclosures

Enclosed are Minutes of General and Management Committee meetings for the past two years.

Also enclosed is a summary of policies, special resolutions and approvals granted by the Corporation. Further details of these are available upon request.

Insurance Details

Refer to the attached Certificate of Currency / Certificate of Insurance.

Records

The Corporation's records of accounts, minutes and other prescribed documentary material can be viewed and are available for inspection at our offices at 176 Fullarton Road, Dulwich during normal working hours.

Due to the COVID-19 pandemic we have adapted our office processes to keep our staff and clients safe while maintaining our professional standards and service levels. As a result of these modified processes we ask that you first contact us by email or telephone if you require an appointment to view those records.

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Pets

Please note this property is part of a Strata/Community Plan, additional approval for pets may be required. This process involves seeking consent from the Corporation which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Strata/Community Plan. Please refer to By-Laws and/or Articles and Resolutions for further details.

Special Notes

Conveyancers should note that it is the Unit holder's legal responsibility to notify the Corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Unit.

This statement is issued on the basis that any payment by the Unit holder by cheque or otherwise will be honoured at the first presentation.

This statement does not take into account any decisions or transactions of the Corporation at or subsequent to its issue.

Conveyancers should check with SA Water for any liability for additional water charges, and refer to the Corporation's financial budget for the year to ascertain whether such liability will be met by the Corporation or by the Unit holder.

Yours faithfully



Jarrad Laws
Strata Manager
jarrad.laws@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD
On behalf of the Corporation 29/10/2025

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED
to - info.adelaide@whittles.com.au

TO: WHITTLES MANAGEMENT SERVICES
PO BOX 309
KENT TOWN SA 5071

SETTLEMENT DATE: ___ /___ /___

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

_____ _____
First Name Surname

Purchaser 2:

_____ _____
First Name Surname

BUSINESS NAME (If Applicable)

_____ _____

TELEPHONE NUMBERS : MOBILE : _____
HOME: WORK: _____
_____

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :
_____
_____

CORRESPONDENCE TO BE FORWARDED TO :
_____
_____

The Corporation request that where possible owners elect to receive their correspondence including accounts by email, in an effort to reduce postage and photocopying charges.

BROKER:
Miriam Errington Conveyancers
87 MELBOURNE STREET, NORTH ADELAIDE

Strata Corporation 6739 Inc.
15 CASTLE STREET, ADELAIDE
Unit: 00005
OWNER: Mr D C & Mrs C Kluske

Jarrad Laws

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

TAX INVOICE

29/10/2025

Whittles Management Services
ABN 31 493 603 726
PO Box 309
KENT TOWN SA 5071

Miriam Errington Conveyancers
87 MELBOURNE STREET
NORTH ADELAIDE SA 5006

DESCRIPTION: Searching and completing document for provisions of Section 41 of the Strata Titles Act, 1988, Unit : 00005 at 15 CASTLE STREET, ADELAIDE

Strata Corporation 6739 Inc.

FEE:	As prescribed	$96.00	PAID
	Plus 10% GST	$9.60	PAID
TOTAL DUE:		$105.60	PAID

OWNER: Mr D C & Mrs C Kluske

With Compliments

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Administrative Fund Statement of Income & Expenditure

STRATA CORP.06739 INC
15 Castle Street ADELAIDE SA 5000
1 January 2024 to 31 December 2024
Printed 07/02/25 12:17

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	11,922.00	12,800.00	(878.00)	12,958.00
Interest-Contributions arrears	12.70	0.00	12.70	0.00
TOTAL FUND INCOME	**11,934.70**	**12,800.00**	**(865.30)**	**12,958.00**
FUND EXPENDITURE				
Common property	0.00	500.00	500.00	308.00
Debt collection fees	44.00	0.00	(44.00)	88.00
Debt collection fees recovery	(44.00)	0.00	44.00	(88.00)
Electrical	0.00	350.00	350.00	343.20
Grounds	1,095.50	1,100.00	4.50	1,155.00
Gutters & downpipes	805.20	1,065.00	259.80	712.80
Insurance claims	165.00	0.00	(165.00)	0.00
Insurance renewals	3,645.00	4,120.00	475.00	3,785.00
Management - Additional services fee	220.00	220.00	0.00	220.00
Management - Agreed Services	1,940.00	1,940.00	0.00	1,821.00
Management - Asset Maintenance Services	126.00	126.00	0.00	126.00
Management - Disbursement Fees	600.60	601.20	0.60	542.22
Painting	0.00	0.00	0.00	1,749.00
Pest control	176.00	0.00	(176.00)	0.00
Plumbing	421.85	350.00	(71.85)	283.13
Reports	286.00	330.00	44.00	0.00
Utilities-Electricity	666.13	670.00	3.87	658.91
Utilities-Water	1,627.24	1,800.00	172.76	1,693.17
TOTAL FUND EXPENDITURE	**11,774.52**	**13,172.20**	**1,397.68**	**13,397.43**
FUND SURPLUS (DEFICIT)	**160.18**	**(372.20)**	**532.38**	**(439.43)**

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Administrative Fund Statement of Assets & Liabilities

STRATA CORP.06739 INC
15 Castle Street ADELAIDE SA 5000
31 December 2024
Printed 07/02/25 12:17

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	5,140.98	5,580.41
Surplus/(Deficit) For Period	160.18	(439.43)
TOTAL FUNDS	**5,301.16**	**5,140.98**
ASSETS		
Cash at Bank (MBL)	5,307.16	5,146.98
TOTAL ASSETS	**5,307.16**	**5,146.98**
LIABILITIES		
Accrued Expenses	6.00	6.00
TOTAL LIABILITIES	**6.00**	**6.00**
NET ASSETS	**5,301.16**	**5,140.98**

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Sinking Fund Statement of Income & Expenditure

STRATA CORP.06739 INC
15 Castle Street ADELAIDE SA 5000
1 January 2024 to 31 December 2024
Printed 07/02/25 12:17

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	1,908.00	2,040.00	(132.00)	2,118.00
Special levy-Common property	0.00	0.00	0.00	5,000.00
TOTAL FUND INCOME	**1,908.00**	**2,040.00**	**(132.00)**	**7,118.00**
FUND EXPENDITURE				
Common property	0.00	0.00	0.00	5,335.00
Grounds	535.70	0.00	(535.70)	0.00
TOTAL FUND EXPENDITURE	**535.70**	**0.00**	**(535.70)**	**5,335.00**
FUND SURPLUS (DEFICIT)	**1,372.30**	**2,040.00**	**(667.70)**	**1,783.00**

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Sinking Fund Statement of Assets & Liabilities

STRATA CORP.06739 INC
15 Castle Street ADELAIDE SA 5000
31 December 2024
Printed 07/02/25 12:17

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	2,523.53	740.53
Surplus/(Deficit) For Period	1,372.30	1,783.00
TOTAL FUNDS	**3,895.83**	**2,523.53**
ASSETS		
Cash at Bank (MBL)	3,895.83	2,523.53
TOTAL ASSETS	**3,895.83**	**2,523.53**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**3,895.83**	**2,523.53**

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Consolidated Statement of Assets & Liabilities

STRATA CORP.06739 INC
15 Castle Street ADELAIDE SA 5000
31 December 2024
Printed 07/02/25 12:17

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	7,664.51	6,320.94
Surplus/(Deficit) For Period	1,532.48	1,343.57
TOTAL FUNDS	**9,196.99**	**7,664.51**
ASSETS		
Cash at Bank (MBL)	9,202.99	7,670.51
TOTAL ASSETS	**9,202.99**	**7,670.51**
LIABILITIES		
Accrued Expenses	6.00	6.00
TOTAL LIABILITIES	**6.00**	**6.00**
NET ASSETS	**9,196.99**	**7,664.51**

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Investments Nil

The following balances relate to amounts received or owing as at 31/12/2024

Receivables - Owner Arrears Nil

Debtors Nil

Allocated Advance Payments

Unit/Lot Details		Admin Contributions	Sinking Contributions	Total
00001		577.00	92.00	669.00
	Totals	**577.00**	**92.00**	**669.00**

Outstanding Creditors Nil

Unallocated Advance Payments Nil

Remuneration
Commissions received by Whittles are disclosed in the Services Agreement between the Body Corporate and Whittles
Commissions received by Whittles for the financial year of the body corporate: $429.67

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Basis of Preparation

The Body Corporate agent has prepared the financial statements on the basis that the Body Corporate is a non-reporting entity because there are no users dependent on general purpose financial statements. These financial statements are therefore special purpose financial statements that have been prepared to meet the information needs of members.

The financial statements have been prepared in accordance with the significant accounting policies disclosed below, which the Body Corporate agent has determined are appropriate to meet the purposes of preparation. Such accounting policies are consistent with the prior period unless otherwise stated.

Basis of Accounting

The financial statements have been prepared on a cash basis where income is recorded when received and expenditure is recorded when paid and are based on historical costs.

Cash and cash equivalents

Cash and cash equivalents comprise deposits held on call with banks and other short-term highly liquid investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

Goods and Services Tax

Income, expenditure and assets of the Corporation are recognised net of the amount of Goods and Services Tax (GST), except where the GST incurred is not recoverable from the Australian Taxation Office (ATO).

The net amount of GST payable to, or recoverable from, the ATO represents the unpaid portion of the aggregate of GST on income received and expenditure paid and is presented as the GST Control Account on the Statement of Assets and Liabilities.

Income Tax

Income tax is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, during the financial year.

Only the non-member income of the Corporation is assessable for income tax purposes, as member income is excluded under the principle of mutuality.

The income tax expense recorded in the Statement of Income and Expenditure represent amounts that have been paid to, or recovered from, the ATO.

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Whittles

Strata and Community Title Services

30 March 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for STRATA CORP.06739 INC 15 Castle Street, ADELAIDE, SA, 5000.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year and assure you of our diligent and professional attention to the Corporation’s affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Wendy Lewis
Body Corporate Manager

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Whittles
Strata and Community Title Services

Minutes of the Annual General Meeting
STRATA CORP.06739 INC

Meeting Date	Wednesday, 19th March 2025		
Meeting Location	Teleconference		
Time	05:00 PM		Closed: 05:30 PM
Lots Represented	00001	Mr C V Tran	Owner present
	00003	Colouise Pty Ltd represented by Mr I Lovering & Ms C Sharman	Owner present
	00005	Mrs C Kluske	Owner present
	00007	Mr W E Ross & Mrs Ashton-Ross represented by Ms J Ashton-Ross	Owner present
Chairperson	Mr I Lovering presided over the meeting.		
Additional Attendees	Ms Wendy Lewis representing Whittles Body Corporate Management Pty Ltd assisted the Corporation by conducting the meeting.		
Quorum	The Body Corporate Manager declared a quorum was present with 4 if the 7 units represented.		

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all members to the agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	**Ordinary Resolution**	
It was resolved that in accordance with s33(4b)(b) of the *Strata Titles Act* 1988, the minutes of the Annual General Meeting held on 26 March 2024 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

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Motion 3		
Acceptance of Statement of Accounts	**Ordinary Resolution**	
It was resolved that in accordance with s33(4b)(c) of the *Strata Titles Act* 1988, the unaudited Statement of Accounts for the financial year ending 31st December 2024, which have been circulated to all members, was accepted.		
Motion CARRIED.		

Motion 4		
Appointment of Manager	**Ordinary Resolution**	
It was resolved that the Body Corporate under s23(6) of the *Strata Titles Act 1988*: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1st January 2025 to 31st December 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal.		
Motion CARRIED.		

Election of Office Bearers and Committee
In accordance with s23(1) and 35(1) of the *Strata Titles Act* 1988, the meeting appoint Office Bearers and Committee Members. <u>Limitations Imposed</u> The Body Corporate Manager advised that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions. Committee Meetings should be conducted in accordance with s35(8) of the *Strata Titles Act* 1988. An agenda should be forwarded to all committee members and decisions at the meeting noted in the minutes, copies of which are to be placed with the Body Corporate records.
Election of Presiding Officer
Unit 3 - Mr I Lovering has been elected as Presiding Officer.

Election of Secretary
Unit 3 - Mr I Lovering has been elected as Secretary.

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Election of Treasurer
Unit 3 - Mr I Lovering has been elected as Treasurer.

Election of Ordinary Member/s
Unit 2 - Mr A Trimboli and Unit 5 - Mrs C Kluske have been elected to the committee.

Item 6		
Accredited Contractors (Advice)		
To ensure compliance with work health and safety requirements to protect both contractors and Body Corporates, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate. The Corporate Manager will only request quotations from and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.		

Item 7		
Annual Compliance Register (Advice)		
The *Work Health and Safety Act 2012,* recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file. All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.		

Item 8		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency is available for viewing at whittles.com.au through your owner portal.		

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Item 9		
Insurance Valuation (Advice)		
A comprehensive professional valuation for insurance purposes performed in 2024 recommended insurance cover of $2,490,000 and is available for viewing at whittles.com.au through your owner portal.		

Motion 10		
Insurance Renewal	**Ordinary Resolution**	
It was resolved that the Body Corporate Manager is to arrange renewal of the Body Corporate's insurance for a sum insured of $2,490,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request. Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular unit, the unit owner will be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate. Whittles recommends consideration be given to the following additional cover options if not already included in the policy, office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown. Currently he Corporation has cover for office bearers liability, flood or catastrophe, electrical surge, and loss of rent. **Contents Insurance** The Body Corporate Manager advised members of the necessity for them to arrange individually for adequate insurance for contents of their units, inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that unit owners should be separately insured for cover in relation to their own premises.		
Motion CARRIED.		

Item 11		
General Business		
Gutter Cleaning Gutter cleaning will continue to be undertaken in January, May & October. The Manager will check with the contractor if the sumps are being cleaned out at the same time and reiterate that this is to be undertaken at the same time as the gutter cleaning is undertaken. **Grounds Maintenance** **G**rounds maintenance will continue to be undertaken 4 weekly. **Timely Manner For Quotes** Obtaining quotes to be provided to the Committee for works to be undertaken at the property in a timely manner was discussed. The Manager advised the meeting that especially with tree contractors that, as they are in demand they are generally quite hard to pin down to provide quotes, however she would try to follow up on quotes quicky.		

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Item 11 Continued		
General Business Continued		

Possums
The Manager is to contact the Council and request they again install possum proofing to the tree at the front of the property as the original installation is no longer effective. They are also to be asked to cut this tree back away from the building.

Tree Trimming
The Committee will provide the Manager with a scope of works and pictures of the relevant trees that require trimming and cutting back and this will be used as a scope of works for the contractors to use to provide quotes. These quotes when received will be forwarded to the Committee for further instructions.

Neighbouring Development
There was talk regarding the rear property being sold and if anyone knew what was happening with the property, if it was going to be renovated or demolished. If demolished the yellow flowering tree at the rear of the complex may be impacted.

Motion 12		
Administrative Fund Budget	**Ordinary Resolution**	

It was resolved that in accordance with s27 of the *Strata Titles Act 1988,* the attached Administrative Fund budget was approved and adopted.

Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $3,200.00 for the financial year ending 31st December 2025.

This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year..

Contributions will be raised in accordance with Unit Entitlement Values.

Motion CARRIED.

Motion 13		
Sinking Fund Budget	**Ordinary Resolution**	

It was resolved that in accordance with s27 of the *Strata Titles Act 1988*, the attached Sinking Fund budget was approved and adopted.

Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $510.00 for the financial year ending 31st December 2025.

This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.

Contributions will be raised in accordance with Unit Entitlement Values.

Motion CARRIED.

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Motion 14		
Insufficient Funds Special Levy Authority	**Ordinary Resolution**	
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Unit Entitlement Values and must not exceed the sum of $5,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.		
Motion CARRIED.		

Motion 15		
Transfer of Funds	**Special Resolution**	
It was resolved that the Corporation Manager has approval to transfer funds between the Administration and Sinking Funds where and when required to assist with any cash flow shortages.		
Motion CARRIED.		

Motion 16		
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s27(4) of the *Strata Titles Act 1988*, the Body Corporate agreed it will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.		
Motion CARRIED.		

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Motion 17		
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**	
It was resolved that in accordance with s27(5) of the *Strata Titles Act 1988*, Whittles was authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of STRATA CORP.06739 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a $44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.		
Motion CARRIED.		

Item 18
Next Meeting – It was agreed that next years' meeting will be held at 5.00pm via teleconference on a Monday. When setting the meeting date, the Manager will contact everyone regarding the date to ensure it is suitable

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account, go to www.whittles.com.au and login using either your registered mobile number or email address.

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

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BUDGET

STRATA CORP.06739 INC
15 CASTLE STREET, ADELAIDE

Year ending December 2025

ADMINISTRATIVE FUND

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
INCOME					
Contributions	*3,200.00*	*3,200.00*	*3,200.00*	*3,200.00*	***$12,800.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-577.00*	*-0.00*	*-0.00*	*-0.00*	***-$577.00***
Total	***2,623.00***	***3,200.00***	***3,200.00***	***3,200.00***	***$12,223.00***
EXPENDITURE					
Common property	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
Electrical - Common lighting	*87.50*	*87.50*	*87.50*	*87.50*	***$350.00***
Grounds	*275.00*	*275.00*	*275.00*	*275.00*	***$1,100.00***
Gutters & downpipes - Cleaning	*355.00*	*355.00*	*0.00*	*355.00*	***$1,065.00***
Insurance - Renewal	*4,120.00*	*0.00*	*0.00*	*0.00*	***$4,120.00***
Management - Additional services fee	*220.00*	*0.00*	*0.00*	*0.00*	***$220.00***
Management - Agreed Services	*510.00*	*510.00*	*510.00*	*510.00*	***$2,040.00***
Management - Asset Maintenance Services	*35.00*	*35.00*	*35.00*	*35.00*	***$140.00***
Management - Disbursement Fees	*119.50*	*119.50*	*119.50*	*119.50*	***$478.00***
Plumbing	*87.50*	*87.50*	*87.50*	*87.50*	***$350.00***
Technology and System Fees	*30.80*	*30.80*	*30.80*	*30.80*	***$123.20***
Utilities - Electricity	*167.50*	*167.50*	*167.50*	*167.50*	***$670.00***
Utilities - Water	*450.00*	*450.00*	*450.00*	*450.00*	***$1,800.00***
Total	***6,582.80***	***2,242.80***	***1,887.80***	***2,242.80***	***$12,956.20***

SINKING FUND

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
INCOME					
Contributions	*510.00*	*510.00*	*510.00*	*510.00*	***$2,040.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-92.00*	*-0.00*	*-0.00*	*-0.00*	***-$92.00***
Total	***418.00***	***510.00***	***510.00***	***510.00***	***$1,948.00***

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CASH FLOW SUMMARY

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*5,301.16*	*1,341.36*	*2,298.56*	*3,610.76*	***$5,301.16***
Add: Contributions	*3,200.00*	*3,200.00*	*3,200.00*	*3,200.00*	***$12,800.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*577.00*	*0.00*	*0.00*	*0.00*	***$577.00***
Minus: Expenditures	*6,582.80*	*2,242.80*	*1,887.80*	*2,242.80*	***$12,956.20***
CLOSING BALANCE	*1,341.36*	*2,298.56*	*3,610.76*	*4,567.96*	***$4,567.96***
SINKING FUND					
Opening Balance	*3,895.83*	*4,313.83*	*4,823.83*	*5,333.83*	***$3,895.83***
Add: Contributions	*510.00*	*510.00*	*510.00*	*510.00*	***$2,040.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*92.00*	*0.00*	*0.00*	*0.00*	***$92.00***
Minus: Expenditures	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
CLOSING BALANCE	*4,313.83*	*4,823.83*	*5,333.83*	*5,843.83*	***$5,843.83***

CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement 10000
Number of Units 7

	— Effective from 15/04/23 —		— Effective from 15/04/22 —	
Unit Number	**UEV**	**ADMIN Fund**	**UEV**	**SINKING Fund**
1	1804	**$577**	1804	**$92**
2	1366	**$437**	1366	**$70**
3	1366	**$437**	1366	**$70**
4	1366	**$437**	1366	**$70**
5	1366	**$437**	1366	**$70**
6	1366	**$437**	1366	**$70**
7	1366	**$437**	1366	**$70**
QUARTERLY TOTAL		***$3,199.00***		***$512.00***

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Whittles

Strata and Community Title Services

26 March 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for STRATA CORP.06739 INC 15 Castle Street, ADELAIDE, SA, 5000.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year and assure you of our diligent and professional attention to the Corporation’s affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Wendy Lewis
Body Corporate Manager

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Whittles
Strata and Community Title Services

Minutes of the Annual General Meeting
STRATA CORP.06739 INC

Meeting Date	26 March 2024		
Meeting Location	Teleconference		
Time	06:00 PM		Closed: 07:05 PM
Lots Represented	00001	Mr C V Tran left the meeting at 6.30pm	Owner present (pre-voted)
	00002	Mr A Trimboli	Owner present
	00003	Colouise Pty Ltd represented by Ms C Shaman and Mr I Lovering	Owner present
	00005	Mrs C Kluske	Owner present
	00006	Mr T M B Horne represented by Ms G Bullen	Owner represents
Chairperson	Mr I Lovering presided over the meeting.		
Additional Attendees	Ms Wendy Lewis representing Whittles Body Corporate Management Pty Ltd assisted the meeting by conducting the meeting. Unit 2 - Mrs A Trimboli		
Quorum	The Body Corporate Manager declared a quorum was in attendance with five of the seven owners being represented.		

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all members to the agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	**Ordinary Resolution**	
In accordance with s33(4b)(b) of the *Strata Titles Act* 1988, the minutes of the Annual General Meeting held on 1 March 2023 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

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Motion 3		
Acceptance of Statement of Accounts	**Ordinary Resolution**	
In accordance with s33(4b)(c) of the *Strata Titles Act* 1988, the unaudited Statement of Accounts for the financial year ending 31 December 2023, which have been circulated to all members, was accepted.		
Motion CARRIED.		

Motion 4		
Appointment of Manager	**Ordinary Resolution**	
It was resolved that the Body Corporate under s23(6) of the *Strata Titles Act 1988*: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 January 2024 to 31 December 2024 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal.		
Motion CARRIED.		

Election of Office Bearers and Committee
In accordance with s23(1) and 35(1) of the *Strata Titles Act* 1988, the meeting appointed the following Office Bearers and Committee Members. <u>Limitations Imposed</u> The Body Corporate Manager advised that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions. Committee Meetings should be conducted in accordance with s35(8) of the *Strata Titles Act* 1988. An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.
Election of Presiding Officer
Mr I Lovering has been elected as Presiding Officer.

Election of Secretary
Mr I Lovering has been elected as Secretary.

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Election of Treasurer
Mr I Lovering has been elected as Treasurer.

Election of Ordinary Member/s
Mr A Trimboli and Mrs C Kluske have been elected to the committee.

Item 6		
Accredited Contractors (Advice)		
To ensure compliance with work health and safety requirements to protect both contractors and Body Corporates, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate. The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.		

Item 7		
Annual Compliance Register (Advice)		
The *Work Health and Safety Act 2012,* recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file. All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.		

Item 8		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency is available for viewing at whittles.com.au through your owner portal.		

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Item 9		
Insurance Valuation (Advice)		
A comprehensive professional valuation for insurance purposes performed in May 2022 recommended insurance cover of $2,160,000 and is available for viewing at whittles.com.au through your owner portal. Owners present agreed to have a valuation undertaken this year at a cost of $330. Therefore, in accordance with Section 30 of the Strata Titles Act 1988, the Corporation agreed to engage the services of a licensed valuer to provide an updated of the current insurance valuation of the buildings and this valuation will be adopted by the Body Corporate effective immediately on receipt.		

Motion 10		
Insurance Renewal	**Ordinary Resolution**	
The Body Corporate Manager is to arrange renewal of the Body Corporate's insurance for a sum insured of $2,160,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request. Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular unit, the unit owner will be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate. Whittles recommended consideration be given to the following additional cover options if not already included in the policy, office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown. **Contents Insurance** The Body Corporate Manager advised members of the necessity for them to arrange individually for adequate insurance for contents of their units, inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that unit owners should be separately insured for cover in relation to their own premises.		
Motion CARRIED.		

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Item 11		
General Business		

Gutter Cleaning
Gutter cleaning will continue to be undertaken in January, May & October.

Grounds Maintenance
Grounds maintenance will continue to be undertaken 4 weekly. The owner of unit 4 will be asked to cut back the plants at the front of the unit as these are overhanging the fence line. Ian will also dig out the agapanthus in the common area.

Bin Numbering
It was noted that a few years ago Anne-Marie put unit numbers onto the bins to identify which unit they belonged to, and Colleen will do this again and will be reimbursed for her out of pocket expense.

Fence Unit 1
The meeting was advised that the fence which was damaged recently has been removed. The contractor advised the Manager that the tenants asked them to not replace this as it would just get damaged again.

After discussion, it was agreed to obtain a quote to have this fence replaced, however, it will not be the full length of the property but will stope halfway, this will assist in preventing this from being damaged in the future.

Managers Note:
The Manager contacted Cuong from unit 1 regarding the fence replacement, and he has indicated that he is also happy with the half fence installation.

Flooding From Drains
It was noted that the drains in the driveway do not drain correctly which causes the driveway to flood.

It was agreed these drains will be cleaned twice per year, once prior to winter and once after winter.

Council Follow Up
The Manager will follow up with the Council about tidying up the laneway as this has still not been done.

Overhanging Tree Unit 1
The meeting was advised there is an overhanging tree from unit 1 into the neighbouring property which needs to be cut back by the owner of unit 1.

Motion 12		
Administrative Fund Budget	**Ordinary Resolution**	

In accordance with s27 of the *Strata Titles Act 1988,* the attached Administrative Fund budget was approved and adopted.

Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $3,200.00 for the financial year ending 31 December 2024.

This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.

Contributions will be raised in accordance with Unit Entitlement Values.

Motion CARRIED.

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Motion 13		
Sinking Fund Budget	**Ordinary Resolution**	
In accordance with s27 of the *Strata Titles Act 1988*, the attached Sinking Fund budget was approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $510.00 for the financial year ending 31 December 2024. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Unit Entitlement Values.		
Motion CARRIED.		

Motion 14		
Insufficient Funds Special Levy Authority	**Ordinary Resolution**	
Should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Unit Entitlement Values and must not exceed the sum of $5,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.		
Motion CARRIED.		

Motion 15		
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**	
In accordance with the provisions of s27(4) of the *Strata Titles Act 1988*, the Body Corporate agreed it will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.		
Motion CARRIED.		

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Strata and Community Title Services

Motion 16		
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**	
In accordance with s27(5) of the *Strata Titles Act 1988*, Whittles was authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of STRATA CORP.06739 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a $44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.		
Motion CARRIED.		

Item 17
Next Meeting & Closure – It was agreed that next years' meeting will be held via teleconference at 5.00pm on a Monday on a date to be advised in 2025.

Owners are able to access & update their personal details through Whittles Owner Portal online.

To access your account go to www.whittles.com.au select 'Owner Portal' and enter the following details:

- Account code
- Plan number
- Unit number
- PIN (if this is your first time logging in, leave pin blank as you will be prompted to set a pin)

**** Please note that Whittles encourages owners to receive all correspondence and account notices via email, this ensures timely delivery of documents.***

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BUDGET

STRATA CORP.06739 INC
15 CASTLE STREET, ADELAIDE

Year ending December 2024

ADMINISTRATIVE FUND

	Jan-Mar 24	Apr-Jun 24	Jul-Sept 24	Oct-Dec 24	Annual Total
INCOME					
Contributions	*3,200.00*	*3,200.00*	*3,200.00*	*3,200.00*	***$12,800.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-1,451.00*	*-0.00*	*-0.00*	*-0.00*	***-$1,451.00***
Total	***1,749.00***	***3,200.00***	***3,200.00***	***3,200.00***	***$11,349.00***
EXPENDITURE					
Common property	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
Electrical - Common lighting	*87.50*	*87.50*	*87.50*	*87.50*	***$350.00***
Grounds	*275.00*	*275.00*	*275.00*	*275.00*	***$1,100.00***
Gutters & downpipes - Cleaning	*355.00*	*355.00*	*0.00*	*355.00*	***$1,065.00***
Insurance - Renewal	*4,120.00*	*0.00*	*0.00*	*0.00*	***$4,120.00***
Management - Additional services fee - Meeting fees	*220.00*	*0.00*	*0.00*	*0.00*	***$220.00***
Management - Agreed Services	*485.00*	*485.00*	*485.00*	*485.00*	***$1,940.00***
Management - Asset Maintenance Services	*31.50*	*31.50*	*31.50*	*31.50*	***$126.00***
Management - Disbursement Fees	*119.50*	*119.50*	*119.50*	*119.50*	***$478.00***
Plumbing	*87.50*	*87.50*	*87.50*	*87.50*	***$350.00***
Reports - Insurance valuation	*0.00*	*330.00*	*0.00*	*0.00*	***$330.00***
Technology and System Fees	*30.80*	*30.80*	*30.80*	*30.80*	***$123.20***
Utilities - Electricity	*167.50*	*167.50*	*167.50*	*167.50*	***$670.00***
Utilities - Water	*450.00*	*450.00*	*450.00*	*450.00*	***$1,800.00***
Total	***6,554.30***	***2,544.30***	***1,859.30***	***2,214.30***	***$13,172.20***

SINKING FUND

	Jan-Mar 24	Apr-Jun 24	Jul-Sept 24	Oct-Dec 24	Annual Total
INCOME					
Contributions	*510.00*	*510.00*	*510.00*	*510.00*	***$2,040.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-232.00*	*-0.00*	*-0.00*	*-0.00*	***-$232.00***
Total	***278.00***	***510.00***	***510.00***	***510.00***	***$1,808.00***

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CASH FLOW SUMMARY

	Jan-Mar 24	Apr-Jun 24	Jul-Sept 24	Oct-Dec 24	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*5,140.98*	*335.68*	*991.38*	*2,332.08*	***$5,140.98***
Add: Contributions	*3,200.00*	*3,200.00*	*3,200.00*	*3,200.00*	***$12,800.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*1,451.00*	*0.00*	*0.00*	*0.00*	***$1,451.00***
Minus: Expenditures	*6,554.30*	*2,544.30*	*1,859.30*	*2,214.30*	***$13,172.20***
CLOSING BALANCE	*335.68*	*991.38*	*2,332.08*	*3,317.78*	***$3,317.78***
SINKING FUND					
Opening Balance	*2,523.53*	*2,801.53*	*3,311.53*	*3,821.53*	***$2,523.53***
Add: Contributions	*510.00*	*510.00*	*510.00*	*510.00*	***$2,040.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*232.00*	*0.00*	*0.00*	*0.00*	***$232.00***
Minus: Expenditures	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
CLOSING BALANCE	*2,801.53*	*3,311.53*	*3,821.53*	*4,331.53*	***$4,331.53***

CALCULATION OF CONTRIBUTIONS

Total Unit Entitlement 10000
Number of Units 7

	— Effective from 15/04/23 —		— Effective from 15/04/22 —	
Unit Number	**UEV**	**ADMIN Fund**	**UEV**	**SINKING Fund**
1	1804	**$577**	1804	**$92**
2	1366	**$437**	1366	**$70**
3	1366	**$437**	1366	**$70**
4	1366	**$437**	1366	**$70**
5	1366	**$437**	1366	**$70**
6	1366	**$437**	1366	**$70**
7	1366	**$437**	1366	**$70**
QUARTERLY TOTAL		***$3,199.00***		***$512.00***

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The following is a summary of policy decisions, special and unanimous resolutions resolved by the Strata Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
28/01/86	Animals – No animals are permitted. No tenant may keep an animal but an owner may apply for approval. Signage A land agent may erect one sign only, not greater than 1.0 x 0.6 metres. It must indicated the number of the unit, be installed at the front of the premises and be removed not later than 24 hours after a contract has been signed.
10/03/87	26th Schedule – Each registered proprietor to attach the Schedule and any amendments to any letting or lease agreement as a condition of occupancy. Parking – No visitor to park on common property, parking is limited to one vehicle per unit. Balconies – Not to be hosed down.
16/03/88	Unit 6 – Given approval to install a security screen door (bronze olive in colour) to the back and front doors of unit 6.
03/04/89	Awnings – Approved at unit 4, all units may do the same so long as they are not on the front of the units. Security Screens – All unit holders may install security screens to the doors (and windows) provided they conform in colour and design to those installed at unit 6, front doors upper units and all rear doors and at units 3 and 4 front door lower units. Flues – Upper units may install a flue from kitchen and bathroom that protrudes through the roof, one flue per unit, to be the same as the first installed, to be on the west side of the roof. Unit 6 – May install a reverse cycle air conditioner in the roof space and use the same flue as for kitchen/bathroom. Animals – No animals permitted however those on the complex must be registered with the Corporation and be desexed. Those not registered by 1/6/89 to be removed from the property and no further animals brought into the complex. Articles – Each unit holder to attach the Articles and any Corporation rules to a letting or lease agreement.
14/03/90	Security Screens – Any unit may install security screens provided they are similar design and colours to unit 6.

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The following is a summary of policy decisions, special and unanimous resolutions resolved by the Strata Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
29/04/92	Legal Recoveries Strata Managers are authorized without need for further authority to levy costs incurred for all legal recovery costs against the unit holder in default of payment of corporation contributions and/or levies. Animals – It was agreed that the corporation's policy is not to approve future applications to keep an animal. Articles and Rules – It was agreed that each landlord is responsible for attaching a copy of the Corporation's Articles and any Corporation rules to a letting or lease agreement for their unit.
26/02/93	Air Conditioners – Unit owners may apply to the corporation for approval to install an air conditioner, such installations approved in principle. Approval unlikely for installations: .. on the Castle Street frontage, or .. in the southern brick wall of units 2 and 5, or .. on the northern wall of units 1, 4 and 7. Split system air conditioners or those installed in rear windows were a preferred option. All must be installed in a tradesmanlike manner. Security Doors – All unit owners may install security doors to the front and rear doors of their unit provided they conform to the doors at unit 6.
13/03/95	Air Conditioner – Unit 6 The owner of unit 6 was granted approval to install a split unit reverse cycle air conditioner. The compressor portion of the air conditioner is to be installed on the stairwell at the rear of the units. The installation of the air conditioner is to be carried out by competent tradespersons. All costs of installation and maintenance to be at the unit owner's expense and in accordance with Whittles standard conditions of approval.
11/03/96	Pay TV – All licences to install equipment necessary to receive Pay TV are to be executed by the Presiding Officer only if the majority of owners have given prior approval. Animals – It was reaffirmed that animals are not permitted to reside at the units.

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The following is a summary of policy decisions, special and unanimous resolutions resolved by the Strata Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
11/03/96 Cont'd	Maintenance Supervisor The Strata Manager advised that Whittles has a building contracts division to oversee maintenance work performed by contractors who have been engaged by the corporation an39d who have been accepted by Whittles. Specified work totaling over $2000 will be inspected and assessed by a maintenance supervisor prior to invoice payment. All Whittles approved contractors are required to comply with the terms and conditions set down in an agreement between Whittles and the contractor. The contractor, having entered into this agreement, agrees to pay to Whittles a management service fee of up to 5% of the invoiced amount. Maintenance carried out by contractors who are not party to an agreement with Whittles, will not be supervised unless the Strata Corporation negotiates a fee for this service with Whittles. SA Water The Strata Manager advised that SA Water charges strata corporations for all water consumed on the property. Owners will continue to be responsible for payment of quarterly rates and it was agreed that the strata corporation will be responsible for payment of all water consumption charges which will be billed separately.
10/03/97	Maintenance Supervisor – Confirmed. SA Water – Confirmed. Pay TV – Confirmed.
03/03/98	Maintenance Supervisor – Confirmed.
16/03/99	Maintenance Supervisor – Confirmed. Smoke Alarms – The Strata Manager advised that all residential units have until 1/1/2000 to install battery operated smoke detectors. It was noted that it is up to each unit owner to install smoke detectors in accordance with the new Legislation. Overdue Notices It was agreed that the Strata Managers charge those owners with contribution arrears a "late fee" of $10 each time it became necessary to forward a reminder notice. Furthermore, it was agreed that the Strata Managers charge those owners a fee of $30 for placing them into legal hands where necessary.

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The following is a summary of policy decisions, special and unanimous resolutions resolved by the Strata Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
22/02/00	Delegated Authority It was agreed that the Corporation hereby delegates to: 1. The General Manager of Whittles Strata & Community Corporation Managers or his nominee the power to execute under seal (and for that officer to countersign such seal on behalf of the Corporation), any certificate required from time to time to be given under Section 41 of the Strata Titles Act, 1988; 2. That officer the power to jointly execute with any of the appointed officers of the Corporation, such documents as are authorised to be executed under seal pursuant to a resolution of the Corporation or its Committee acting within its powers. Maintenance Supervisor – Confirmed. Smoke Alarms The Strata Manager advised that under current Legislation all dwellings should have been fitted with a smoke alarm by 01/01/2000. The legislation requires the alarm to be hard wired or have a non-removable 10-year life lithium battery. It was noted that, if a smoke alarm or smoke alarms are not fitted in each unit, the Corporation is guilty of an offence for which a maximum penalty of $750 applies. It was agreed that, should the Corporation be fined due to an owner's failure to install a suitable smoke alarm in their unit, the Corporation will recover from that owner all costs incurred. Air Conditioner – The owner of unit 4 was granted approval to install a split system air conditioner with the motor unit mounted on the ground underneath the back window. All costs of installation and maintenance to be at the owner's expenses. Overdue Notices – Reiterated.
20/02/01	Maintenance Supervisor – Confirmed. Glass Attention was brought to the meeting by the Strata Manager that over the past few years there have been various successful claims against landlords for injury to persons or damage to property by glass breakage in their properties. Although glass may comply with past building standards, and is legally acceptable, property owners may still be at risk where a Court feels that the status of the glass represents a risk. The need for adequate Public Liability Insurance was reinforced.

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The following is a summary of policy decisions, special and unanimous resolutions resolved by the Strata Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
20/02/01 Cont'd	Smoke Alarms – Reiterated. Overdue Notices – Reiterated.
26/02/02	Maintenance Supervisor – Confirmed.
17/02/03	Maintenance Supervisor – Confirmed.
18/02/04	Prescribed Works The Manager advised that should any owner wish to apply to the Corporation other than at the Annual General meeting for an approval of any kind which was for their exclusive benefit a fee of $40 (+ GST) will apply to conduct an Extraordinary General meeting. It was agreed that this fee be charged to the applicant.
24.02.05	Prescribed Works The Manager advised that should any owner wish to apply to the Corporation, other than at the annual general meeting, for an approval of any kind which was for their exclusive benefit, the prescribed meeting fee will apply to conduct an Extraordinary General Meeting. It was agreed that this fee be charged to the applicant.
08/03/06	No recorded resolutions.

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The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details of Resolution
15/03/07	Maintenance Supervisor - Confirmed.
18/03/08	Maintenance Supervision Owners confirmed that they would continue to use the services of Whittles Maintenance Works Manager to oversee maintenance work performed by contractors who have been engaged by the Company and who have been accepted by Whittles.Specified work totalling over $3000 will be inspected and assessed by a maintenance supervisor prior to invoice payment. All Whittles approved contractors are required to comply with the terms and conditions set down in an agreement between Whittles and the contractor. The contractor, having entered into this agreement, agrees to pay to Whittles a management service fee of up to 7% of the invoiced amount. Maintenance carried out by contractors who are not party to an agreement with Whittles, will not be supervised unless the Company negotiates a fee for this service with Whittles. TV Aerial The Strata Corporation passed the following resolution if they were unable to get their television reception better for their digital TV. " TV Aerial : The owner of Unit 6 may install a TV aerial on the roof at the rear of the building". Skylight The owner of Unit 6 has advised that her bathroom is very dark and she would like to install a skylight to allow natural lighting into this room. The Strata Corporation passed the following resolution: " Unit 6 may install a skylight to their bathroom."
3/03/09	Maintenance supervisor confirmed. Foxtel The owner of unit 6 was given approval to install a Foxtel satellite dish.
15/03/10	Maintenance supervisor confirmed. Insurance Excess It was resolved that where repairs are carried out under insurance and the repairs benefit a particular unit, the Corporation will be responsible for the payment of any excess.

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Date of Meeting	Details of Resolution
28/02/11	Maintenance supervisor confirmed. <u>Blinds</u> The owner of unit 3 mentioned that previously he had been given an indication of approval to place cafe type blinds to his porch area to provide some shade to this part of his unit. Mr Brow brought an example of what he was looking to install, which can be seen through and provides the benefit of reducing the sunlight and heat. The example sighted was not the colour he was looking at and that he was looking at a darker shade of grey. The Corporation mentioned that the blinds were quite impressive and have agreed to his request to have these installed.
16/04/12	Maintenance supervisor confirmed.
20/02/14	No resolutions were recorded
16/02/15	No resolutions were recorded
15/02/16	No resolutions were recorded
24/02/17	No resolutions were recorded
26/02/18	No resolutions were recorded
11/02/19	No resolutions were recorded
17/02/20	No resolutions were recorded
17/02/21	No resolutions were recorded
02/03/22	<u>Lock Box Installation Unit 3</u> All owners present agreed that this locked key box can be installed on the rear wall of unit 3. It was also noted that a locked key box has already been installed at unit 2, and if other owners wished to install one they can.
01/03/23	No resolutions were recorded
26/03/24	No resolutions were recorded
19/03/25	No resolutions were recorded

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SCHEDULE 3

Articles of Strata Corporation

1. (1) A unit holder must –

(a) maintain the unit in good repair:
(b) carry out any work ordered by a council or other public authority in respect of the unit.

(2) The occupier of a unit must keep it in a clean and tidy condition.

2. A person bound by these articles -
(a) must not obstruct the lawful use of the common property by any person: and
(b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and
(c) must not use make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and
(d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.

3. A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.
4. Subject to the *Strata Titles Act 1988,* a person bound by these articles must not, without the corporation's consent, keep any animal in, or in the vicinity of, a unit.
5. A person bound by these articles -
(a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorized by the strata corporation; and
(b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorized by the strata corporation.

6. A person bound by these articles must not, without the consent of the strata corporation -
(a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property or
(b) use any portion of the common property for his or her own purposes as a garden.

7. A person bound by these articles must not –
(a) bring objects or materials onto the site of a kind that are likely to cause justified offence to other members of the strata community; or
(b) allow refuse to accumulate so as to cause justified offence to others.

8. A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature –
(a) on part of his or her unit so as to be visible from outside the building; or
(b) on any part of the common property

9. The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit, and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.

10. The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.

11. A person bound by these articles –
(a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered;
(b) must comply with all council by-laws relating to the disposal of garbage.

12. A unit holder must immediately notify the strata corporation of –
(a) any change in the ownership of the unit, or any change in the address of an owner;
(b) any change in the occupancy of the unit.

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

6739

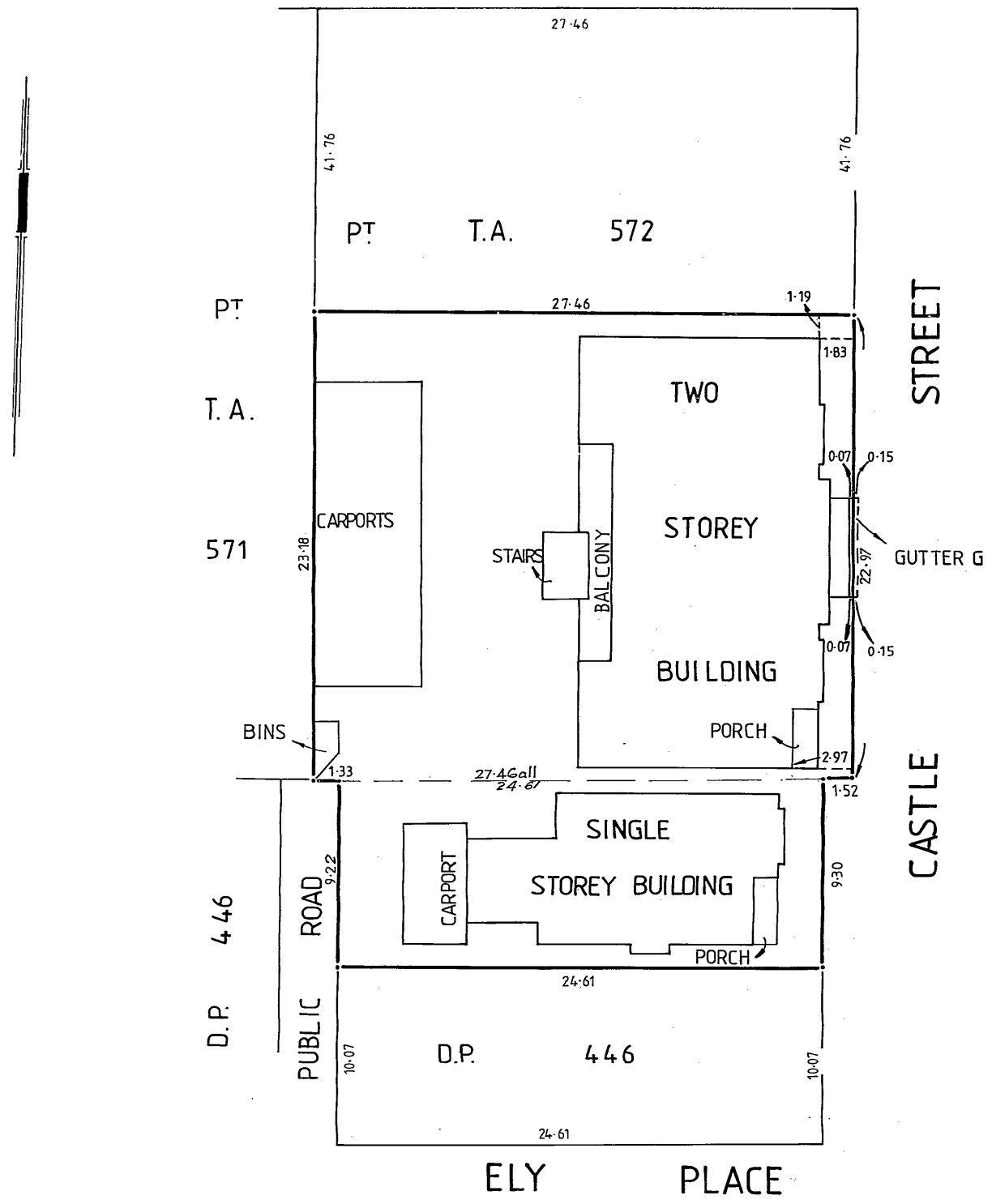
STRATA PLAN NUMBER
SP 6739

ACCEPTED FOR DEPOSIT
pro Registrar-General
30/ 10 /1985

Reference Map No.

COUNCIL
CITY OF ADELAIDE

THIS IS SHEET 1 OF 4 SHEETS



HUNDRED OF ADELAIDE

Pt T.A. 572 & lot 20 of D.P. 446 of T.A. 595
CITY OF ADELAIDE

SCALE 0 5 10 15 20 METRES

C.T. VOL 1778 FOL 164
C.T. VOL. 2583 FOL. 85, 86
C.T. VOL 4238 FOL. 34
TOTAL AREA 861 m²
SITE PLAN

Authority for data vide F.P. 22713.

I, LINDSAY HOWARD HEWETT
a Licensed Surveyor within the meaning of the Surveyors Act, 1975, do hereby certify

1. that all the units and unit subsidiaries and all buildings and other structures depicted hereon are wholly comprised within the boundaries of the parcel delineated on this strata plan, except for the encroachment upon Castle Street shown as Gutter G.
2. that this strata plan represents an accurate delineation of the units and unit subsidiaries as constructed or laid out on the parcel;
3. that this strata plan complies with the requirements of regulation 19 of the Real Property Act (Strata Titles) Regulations, 1969

Dated this 20th day of SEPTEMBER 1985

Licensed Surveyor

LTO G

MICROFILMED
12.11.1985

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WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

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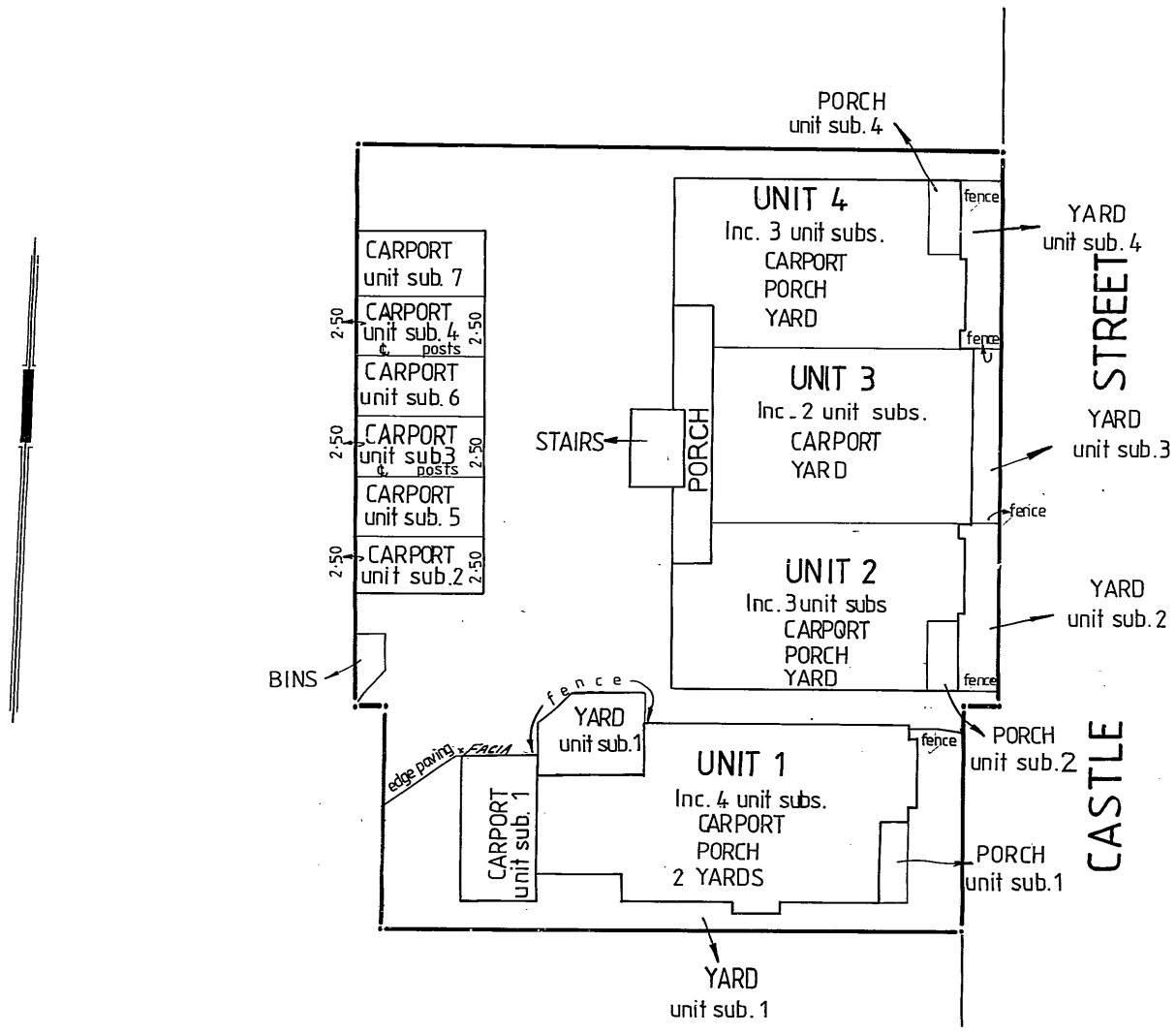
STRATA PLAN NUMBER
SP 6739

ACCEPTED FOR DEPOSIT
pro Registrar-General
30/ 10 /1985

Reference Map No.

COUNCIL
CITY OF ADELAIDE

THIS IS SHEET 2 OF 4 SHEETS



SCALE 0 5 10 15 20 METRES

GROUND FLOOR PLAN

& ASSOC. PTY. LTD.
SURVEYING & PLANNING CONSULTANTS

TELEPHONE:

The lower and upper boundaries of the unit subsidiaries shown as yards are existing ground level and 3.00 metres above existing ground level respectively except where eaves exist, then the upper boundary is to be 0.15 metres below the level of the eaves.
The boundary of a unit is midway between the inner and outer surfaces of the walls of the said unit.
The boundary of a unit subsidiary where it abuts a unit is a plane parallel to and 0.02 metres distant from the outer surface of the wall of the unit.
The upper boundary of a unit subsidiary shown as porch, carport, is a line 0.15 metres below the level of the existing eaves of that particular unit subsidiary or, if not fully covered, then 0.15 metres below the existing eaves of the units.
The height of each unit is limited to a line midway between the upper and lower surfaces of the ceiling of that unit.

MICROFILMED
12.11.1985

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WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

6739 LTO H

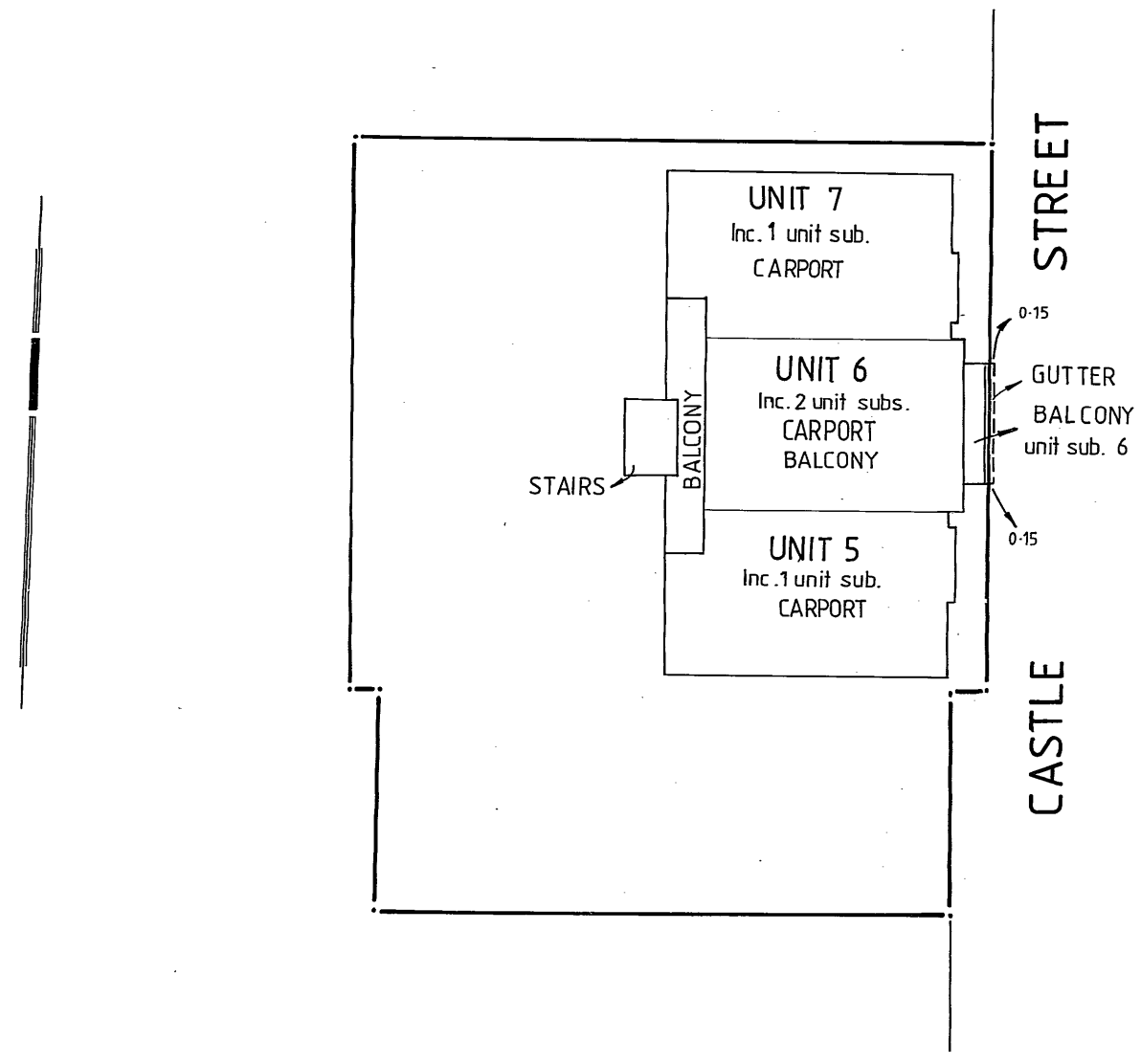
STRATA PLAN NUMBER
SP 6739

ACCEPTED FOR DEPOSIT
pro Registrar-General
30/ 10 /1985

Reference Map No.

COUNCIL
CITY OF ADELAIDE

THIS IS SHEET 3 OF 4 SHEETS



SCALE 0 5 10 15 20 METRES

FIRST FLOOR PLAN

& ASSOC. PTY. LTD.
SURVEYING & PLANNING CONSULTANTS

TELEPHONE:

The lower and upper boundaries of the unit subsidiaries shown as yards are existing ground level and 3.00 metres above existing ground level respectively except where eaves exist, then the upper boundary is to be 0.15 metres below the level of the eaves.
The boundary of a unit is midway between the inner and outer surfaces of the walls of the said unit.
The boundary of a unit subsidiary where it abuts a unit is a plane parallel to and 0.02 metres distant from the outer surface of the wall of the unit.
The upper boundary of a unit subsidiary shown as balcony, carport, is a line 0.15 metres below the level of the existing eaves of that particular unit subsidiary or, if not fully covered, then 0.15 metres below the existing eaves of the units.
The height of each unit is limited to a line midway between the upper and lower surfaces of the ceiling of that unit.

MICROFILMED
12.11.1985

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

SCHEDULE OF UNIT ENTITLEMENT

UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT
1	1 804				
2	1 366				
3	1 366				
4	1 366				
5	1 366				
6	1 366				
7	1 366				
				AGGREGATE	
				COMMON PROPERTY	
				ROAD or RESERVE ALLOTMENTS	
AGGREGATE	10 000	AGGREGATE			

STRATA PLAN NUMBER

SP 6739

Authenticated vide
Application No. 6100235
and Accepted for Deposit

pro Registrar-General
30/10/1985

THIS IS SHEET 4 OF 4 SHEETS

MICROFILMED
12.11.1985

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Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

Certificate of Insurance

ABN 29 008 096 277

Wendy Lewis
Strata Corporation 6739 Inc
Whittles Strata Management
PO Box 309
KENT TOWN SA 5071

Date: 12.03.2025
Invoice No: I4742101

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata - EDI

Insurer Hutch Underwriting Pty Ltd
L8, 11 York Street
SYDNEY NSW 2000

Period 31.03.2025 to 31.03.2026

Policy No. HRS11048371

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate.
If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

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MGA Insurance Brokers Pty Ltd
ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

COVERAGE SUMMARY

Strata Corporation 6739 Inc
Residential Strata - EDI

L8, 17 Bridge Street, Sydney, NSW, 2000.
Enquiries: 1300 256 056

Your Policy Number:	HRS11048371
UMR:	B200800000STR2024
PDS and Policy Wording:	Hutch Residential Strata (version HRS7)
The Insured:	Strata Corporation 6739 Inc
Situation:	15 Castle Street, Adelaide SA 5000
Period of Insurance:	Commencement Date 4.00pm on 31/03/2025
	Expiry Date 4.00pm on 31/03/2026
Date of Issue:	12/03/2025

POLICY LIMITS / SUMS INSURED

Section 1	Buildings	$2,490,000
	Common Area Contents	$24,900
	Loss of Rent	$373,500
	Flood	Selected
	Additional Catastrophe Cover	$373,500
	Unit Owners Fixtures and Fittings	$249,000
Section 2	Property Owners Legal Liability	$30,000,000
Section 3	Voluntary Workers Personal Accident	$200,000 /$2,000 weekly
Section 4	Fidelity Guarantee	$100,000
Section 5	Office Bearers Liability	$1,000,000
Section 6	Machinery Breakdown	Not Insured
Section 7	Part A Government Audit Expenses	$25,000
	Part B Health & Safety Legal Expenses	$100,000
	Part C Legal Expenses	$50,000
Section 8	Cyber	$10,000

EXCESS
You must pay the amount of any Excess as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should multiple Excesses be payable for any claim arising from any single Event, such excesses will not be aggregated and only the highest single Excess will apply.

Section 1	Building and Contents	$1,000
	Earthquake excess	$500 in addition
Section 2	Property Owners Legal Liability	$1,000
Section 3	Voluntary Workers Personal Accident	$1,000
Section 4	Fidelity Guarantee	$1,000
Section 5	Office Bearers Liability	$1,000
Section 7	Part A: Government Audit Expenses	$1,000
	Part B: Health & Safety Legal Expenses	$1,000
	Part C: Legal Expenses	$1,000 Plus 10% contribution in addition
Section 8	CYBER.	$1,000

Endorsements

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

MGA Insurance Brokers Pty Ltd
ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

Important information
This Policy has been issued by Hutch Underwriting Pty Ltd (Hutch) ABN 846 552 56 134, Authorised Representative number 001296345, on behalf of certain underwriters at Lloyds.

Hutch is an authorised representative of CoverRadar Group Pty Ltd ABN 146 412 25 809 AFS Licence number 523647 of L8, 17 Bridge Street, Sydney, NSW, 2000.

It forms part of Your contract of insurance and You should refer to it together with the Product Disclosure Statement and insurance Policy wording (PDS and Policy) to consider whether the benefits, terms, conditions and exclusions of your Policy remain relevant and suitable for Your needs and circumstances.

The PDS and Policy are available from our website www.hutchunderwriting.com.au

Your Duty to take reasonable care not to make a misrepresentation
When answering our questions in the Proposal, making changes to your Policy or at renewal, you have a duty to take reasonable care not to make a misrepresentation to us.

You and other insured person(s) must answer our questions with relevant and complete information and You must not misrepresent any information that You give to us. You have the same duty in relation to anyone else whom You want to be covered by the policy.

If You fail to comply with this duty and we would not have entered into this Policy for the same premium and on the same terms and Conditions expressed in this Policy, we may be entitled to reduce Our liability under the Policy in respect of any claim or we may cancel the Policy.

Cooling Off Period
If this Policy does not meet Your requirements, You can cancel the Policy within twenty-one (21) days from the date the Policy commenced by sending a written notice to us that the Policy is not required. You will receive a full refund of the Premium provided You have not made a claim under the Policy.

Claims made notice
Sections 5 and 7 of the Policy operates on a ?claims made and notified? basis. This means that, subject to the provisions of Sections 5 and 7, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of any claim subsequently made against You arising from those

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S.A. 5065

Phone: 08 8291 2300
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facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

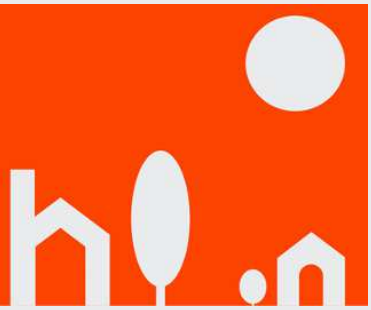
Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

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hutch

UNDERWRITING

Residential Strata PDS and Policy Wording



The clear way to better cover.

Docusign Envelope ID: 4DD93C08-D4D8-4608-A41A-C38A38A2C994

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SECTION 8: CYBER 35

Document Title	Hutch Residential Strata Plan
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Reference	HRS4

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SUMMARY OF LIMITS AND EXCESSES

This Policy document contains 8 different types of cover that the Insurer offers, set out in 8 Sections. Sections 1: Buildings & Common Contents and 2: Property Owner's Legal Liability are the core coverage required to meet statutory obligations, and you can then choose other Sections to tailor the Policy to Your needs.

Subject to the payment of Your Premium, We will provide the cover You have selected subject to the exclusions, conditions and limitations stated in the Policy. The following is a summary of the types of cover available and does not form part of the terms of your insurance. You should refer to the Schedule and the relevant Sections of the Policy that You have selected for the full exclusions, conditions and limitations that apply to Your insurance.

Table of Sub Limits and Extensions

Policy Section	**#**	**Sub-Limit**	**What We'll Pay**
Section 1: Buildings & Common Contents Extensions within the Sum Insured	1	Professional Fees	Up to the Section 1 Sum Insured
	2	Removal of Debris	Up to the Section 1 Sum Insured
	3	Protection & Minimisation of Imminent Damage	Up to $5,000
	4	Emergency Services & Fire Extinguishment	Up to the Section 1 Sum Insured
	5	Government Authority Fees	Up to the Section 1 Sum Insured
	6	Floating Floorboards	Up to the Section 1 Sum Insured
	7	Unit Internal Wall Coverings or Paint	$5,000 per Unit
Section 1: Buildings & Common Contents Extensions In Addition to the Sum Insured	8	Temporary Accommodation Costs	Up to 15% of Building Sum Insured
	9	Loss of Rent	Up to 15% of Building Sum Insured
	10	Prevention of Access	30 Days
	11	Public Utility Failure	30 Days
	12	Cost of Reletting	$1,500 per Unit
	13	Meeting Room Hire	$5,000
	14	Maintenance Fees	$2,000 per Unit
	15	Storage of Unit Owners Contents	$10,000
	16	Storage of Common Area Contents	$10,000
	Items 8 – 16 will be further limited to a maximum of 15% of the Building Sum Insured applicable to Section 1 in the aggregate for the Policy Period		
	17	Alterations / Additions	$250,000
	18	Mortgage Discharge Fees	$10,000
	19	Arson Reward	$10,000
	20	Damage to Domestic Electric Motors	$5,000
	21	Electricity, Gas, Water and Similar Charges – Excess Costs	$2,000
	22	Electricity, Gas, Water and Similar Charges – Unauthorised Use	$2,000

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	23	Environmental Improvements	$20,000
	24	Landscaping	$25,000
	25	Removal of Fallen Trees	$5,000
	26	Detecting Leaks	$1,000
	27	Money	$25,000
	28	Personal Property Under Control of Body Corporate	$10,000
	29	Replacement of Keys and Locks	$5,000
	30	Rewriting of Records	$50,000
	31	Removal of Squatters	$1,000
	32	Water Removal from Basements	$2,000
	33	Emergency Accommodation Costs	$2,500 per unit
Section 2: Property Owner's Legal Liability	1	Car Park Liability	Up to the Section 2 Limit of Liability
	2	Recreational Activities	Up to the Section 2 Limit of Liability
	3	Services	Up to the Section 2 Limit of Liability
	4	Injury to or death of domestic pets	$1,000
Section 3: Voluntary Workers Personal Accident	1	Travel Expenses	$1,000
	2	Domestic Assistance	$500/week, up to a maximum of $5,000
Section 6: Machinery breakdown Extensions within the Sum Insured	1	Overtime Freight Hire and Temporary Repair	20% of the Sum Insured or $5,000, whichever is the lesser.

Table of Excesses – Extensions

The following Special Excesses apply in addition to any other Excesses shown in the Schedule for each Section.

Policy Section	**Description of Excess**	**Amount to Pay in addition to policy excess:**
Section 1	Earthquake Excess. You have to pay or contribute in relation to earthquake or seismological disturbance an additional $500 in total of the cost of loss or Damage which occurs during any one period of 72 consecutive hours.	$500
Section 7	Part C – Legal Expenses Cover Contribution This contribution applies in addition to the excess to each and every claim made under Section 7 Part C – Legal Expenses Cover defending litigation brought against the Body Corporate. See Excess and Contribution on Page 33	10%

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PRODUCT DISCLOSURE STATEMENT

Product Disclosure Statement

This document is a Product Disclosure Statement (PDS) for the Hutch Underwriting Residential Strata Plan Insurance Policy. This PDS has been prepared to assist You in understanding Strata insurance and making an informed choice about Your insurance requirements.

This PDS includes information about Policy features, benefits, risks and costs. Please read the document carefully.

This document was prepared by Hutch Underwriting Pty Ltd on 16.08.23 The Insurer has authorised the distribution of this PDS.

About Hutch Underwriting

Hutch Underwriting Pty Ltd ABN 84 655 256 134, authorised representative number 001 296 345 (Hutch Underwriting) is an authorised representative of CoverRadar Group Pty Ltd ABN 14 641 225 809, AFS Licence number 523647 of L8, 11 York St, Sydney, NSW 2000.

Hutch Underwriting issues and manages Your insurance Policy and acts on behalf of certain underwriters at Lloyds.

This means that when issuing this Policy, Hutch Underwriting will be acting on behalf of the Insurers, not for You.

Postal Address: L8, 11 York St

Sydney, NSW 2000

Tel: 02 9068 1390

Email: help@hutchunderwriting.com.au

Your insurance broker will arrange this insurance for You on Your behalf. If You have any questions or need any further information concerning Your insurance, You should contact Your insurance broker to assist You with Your inquiry. You should direct all of Your correspondence to Hutch Underwriting through Your insurance broker.

About the Insurer

This Policy is insured by certain underwriters at Lloyd's, of whose definitive numbers and the proportions underwritten by them, can be supplied on application. In consideration of the premium specified in the Schedule, the underwriters are bound, severally and not jointly, each for their own part and not one for another, their executors and administrators, to insure in accordance with the terms and conditions contained in the Policy or any endorsement.

About Lloyd's

Lloyd's is the world's leading insurance and reinsurance marketplace. Through the collective intelligence and risk-sharing expertise of the market's underwriters and brokers, Lloyd's helps to create a braver world.

The Lloyd's market provides the leadership and insight to anticipate and understand risk, and the knowledge to develop relevant, new and innovative forms of insurance for customers globally.

It offers the efficiencies of shared resources and services in a marketplace that covers and shares risks from more than 200 territories, in any industry, at any scale.

And it promises a trusted, enduring partnership built on the confidence that Lloyd's protects what matters most: helping people, businesses and communities to recover in times of need.

Lloyd's began with a few courageous entrepreneurs in a coffeeshop. Three centuries later, the Lloyd's market continues that proud tradition, sharing risk in order to protect, build resilience and inspire courage everywhere.

Visit www.lloyds.com for more information.

Duty Not to Misrepresent

When answering our questions in the Proposal or making changes to your Policy or at renewal, you have a duty to take reasonable care not to make a misrepresentation to us.

You and any other insured person(s) must answer our questions with relevant and complete information and You must not misrepresent any information that You give to us. You have the same duty in relation to anyone else whom You want to be covered by the Policy.

If You fail to comply with this duty and We would not have entered into this Policy for the same Premium and on the same terms and Conditions expressed in this Policy, We may be entitled to reduce Our liability under the Policy in respect of any claim to the extent that We have been prejudiced, or We may cancel the Policy.

If your failure to comply is fraudulent, We may refuse to pay your claim and treat this Policy as never having been in existence.

Cooling-Off Period

If this Policy does not meet Your requirements, You can cancel the Policy within twenty-one (21) days from the date the Policy commenced by sending a written notice to us that the Policy is not required.

You will receive a full refund of the Premium provided You have not made a claim under the Policy.

Adequate Sums Insured

In the event of a major loss, the Sums Insured and Limits applying to each Section of the Policy should be sufficient to cover such loss. It is Your responsibility to ensure the adequacy of the Sums Insured and You should review these both during the currency of the Policy and prior to renewal each year. Regular building valuations should be sought to ensure that Limits are set at appropriate levels.

Seek professional valuation advice where necessary.

If the Sums Insured and Limits under this Policy are not adequate, You may have to cover the uninsured proportion of any loss.

Claims made notice

Sections 5 and 7 of the Policy operate on a 'claims made and notified' basis. This means that, subject to the provisions of Sections 5 and 7, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

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Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

Our Agreement with You

Subject to Your payment of or agreement to pay us the Premium set out in the Schedule, We agree to provide the insurance set out in this Policy Wording.

We will cover You for covered loss or damage under the sections of the Policy selected by You.

If you make a claim, We will not pay more than the Sums Insured or Limits of Liability or Sub-Limits of Liability shown in the Policy Schedule or Section unless We have stated that there is an additional limit extension applying to a particular section.

Calculating your Premium

We take a number of factors into account when calculating Your Premium. The annual Premium payable by You will be shown in Your Policy Schedule. Premiums are subject to applicable Commonwealth and State taxes and charges.

There are a number of significant factors which impact generally when calculating Your Premium. These can include:

- The Sums Insured under each chosen Section;
- The location of the subject Property;
- The Property's size (units), age and construction type;
- Your claims history.

The Premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and any applicable administration fee (as shown in Your Schedule).

How to make a Claim

The Insured or any person entitled to claim under this Policy must give us written notice of any event which is likely to give rise to a claim, within thirty (30) days of that event, or as soon as is reasonably practicable after identifying an event.

To report a claim, please contact:

The Claims Manager

Telephone Number: 1300 900 216

Email: strataclaims@hutchunderwriting.com.au

Web: hutchunderwriting.com.au/claims

Please quote the policy number (as shown on the Schedule) on all correspondence.

Our claims service is available twenty four (24) hours a day, seven (7) days a week.

Reporting a claim to Us shall be deemed notice to the Insurers.

We recommend that You also advise Your insurance broker or intermediary of any incident.

Tax Implications

If You:

- Are registered for GST; and
- Would be entitled to an input tax credit if You were to incur the cost to which a claim under this Policy relates,

We will reduce any amount We pay under any such claim by an amount equal to Your input tax credit entitlement. This tax information is a general statement only. See Your tax adviser for information about Your specific circumstances.

Excesses

The Excess is the amount You must contribute towards the cost of any claim You make. If We agree to pay Your claim, the Excess will be deducted from the amount of the claim that is paid to You, or You may be asked to pay the Excess to a supplier, repairer or to Us.

The amount of each applicable Excess including any Special Excess to each Policy Section is shown on Your Schedule.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and Dispute Resolution

If You have any concerns or wish to make a complaint in relation to this Policy, Our services or Your insurance claim, please let Us know and We will attempt to resolve Your concerns in accordance with our internal dispute resolution procedure.

Please contact Hutch Underwriting Pty Ltd in the first instance:

Complaints Officer

Hutch Underwriting Pty Ltd

Tel: 1 300 256 056

E: help@hutchunderwriting.com.au

We will acknowledge receipt of Your complaint and do our utmost to resolve the complaint to Your satisfaction within 10 business days. If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

Email: idraustralia@lloyds.com

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not

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resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance notice should be given as soon as possible to:

The Claims Manager

Telephone Number: 1300 900 216

Email: strataclaims@hutchunderwriting.com.au

Web: hutchunderwriting.com.au/claims

Privacy Statement

We will collect personal information when You deal with us, Our agents, other companies in Our group, certain underwriters at Lloyd's, or suppliers acting on Our behalf.

We use Your personal information so We can do business with You, which includes issuing and administering Our products and services and processing claims.

Sometimes We might send Your personal information overseas. The locations We send it to can vary but include Singapore, the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our privacy policy describes in detail where and from whom We collect personal information, as well as where We store it and the full list of ways We could use it. To get a free copy of it please visit hutchunderwriting.com.au/privacy

It's up to You to decide whether to give us Your personal information, but without it We might not be able to do business with You, including not paying Your claim.

Simply contact the Hutch's Privacy Officer on the details below if You would like to:

- Access the personal information Hutch holds about You;
- Update or correct the information Hutch holds about You;
- Discuss Your privacy concerns; or
- Be removed from the mailing list to receive information about Hutch products and services

The Privacy Officer

Hutch

L8, 11 York St, Sydney, NSW, 2000

Telephone: 1 300 256 056

e-mail: help@hutchunderwriting.com.au

Our Privacy Policy can be found online at hutchunderwriting.com.au/privacy

Confirmation of Transactions

If you need to clarify any of the information contained in this PDS, wish to confirm a transaction or you have any other queries regarding your Policy, your first point of contact is your intermediary. However, if you would also like to contact us directly, please use the contact details above.

Changes of Terms and Conditions

From time to time and where permitted by law, We may change parts of the PDS. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Any updates which are not materially adverse to You from the view of reasonable person deciding whether to buy this insurance, may be found on hutchunderwriting.com.au/strata-insurance-underwriting You can obtain a paper copy of any updated information without charge by contacting us using the contact details above.

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SIGNIFICANT FEATURES AND BENEFITS

The following provides a summary of the main covers available only. You need to read the Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that may apply to make sure it meets Your expectations. The cover in each Section is provided only if specified as applicable in the Schedule.

There are General Exclusions and Specific Exclusions that apply to the benefits described in each Section. Read them carefully to understand the coverage provided by this insurance. All claims made under the Policy are subject to the Limits that apply to each Section as shown in the Schedule.

Section	**Cover Summary**
Section 1 – Buildings & Common Contents	Reinstatement of Buildings and Common Areas following Damage to the Insured Property. Optional covers for Flood (where available); Additional Catastrophe Cover, and Unit Owners' Fixtures and Improvements
Section 2 – Property Owner's Legal Liability	Awards, judgments and legal costs for compensation claims relating to Property Damage and Personal Injury that occurs in connection with Your ownership of the Insured Property.
Section 3 – Voluntary Workers Personal Accident	Compensation for death or bodily injury suffered by Voluntary Workers as a result of an accident that occurs whilst they are working at the Insured Property
Section 4 – Fidelity Guarantee	Loss of funds allocated to or set aside for the management of Insured Property due to fraudulent misappropriation or theft by a person who is acting without Your knowledge.
Section 5 – Office Bearers Liability	Awards, judgments and legal costs for compensation claims relating to claims against Officers of the Body Corporate. This is a claims made cover which means it responds to claims first made against You during the Policy Period and notified to Us during that same period.
Section 6 – Machinery Breakdown	Repair or replacement following Damage as a result of the breakdown of a machine or boiler explosion or collapse of the boiler or pressure vessel insured as part of the building,
Section 7 – Government Audit, Health & Safety, & Legal Expenses	Part A: Professional fees and expenses to handle government audits and investigations. Part B: Legal expenses appealing against health and safety notices and rulings. Part C: Legal expenses defending litigation brought against the Body Corporate. This is a claims made cover which means it responds to claims first made against You during the Policy Period and notified to Us during that same period.
Section 8 – Cyber	Loss of funds allocated to or set aside for the management of Insured Property due to Cyber Crime, including social engineering fraud, phishing, phreaking or other cyber fraud. Defence costs incurred as a result of a Data Breach.

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POLICY WORDING

POLICY OPERATION

This agreement consists of the Schedule, the PDS and Policy Wording, and any endorsements. Cover is provided during the Policy Period subject to the terms of this agreement once You have paid the Premium.

The Policy comprises:

- General definitions, which apply across the Policy, as well as specific definitions applying to each Section, which only apply to that Section.
- General conditions, which set our Your responsibilities under this Policy, and specific conditions applying to each Section which only apply that that Section.
- General exclusions and claims conditions, which apply to any claim made under this Policy, as well specific exclusions and basis of settlement applying to each Section, which only apply to claims made under that Section.

GENERAL DEFINITIONS

In this Policy there are words that have a special meaning. These words begin with a capital letter.

For those words that apply to only one Section of the Policy, their special meaning is described in that Section of the Policy.

Those words that have a special meaning that apply to all Sections of the Policy are set out and defined below:

Act of Terrorism means

Any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, which from its nature or context is done for, or in connection with any political, religious, ideological or similar purpose or reason, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Aircraft means

Any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

Body Corporate means

The owners' corporation, body corporate, strata corporation, strata company, or company named in the Schedule.

Body Corporate Manager means

Anyone with whom the Body Corporate has engaged to provide strata or company title management services in relation to the Situation.

Building(s) means

The building(s) contained in the registered strata scheme or company title specified in the Schedule, including at the Situation:

- Outbuildings;
- Elevators, escalators and inclinators;
- Walls, gates and fences;
- Ducted air conditioners, intercom systems, stoves, ovens, hotplates, and hot water systems;
- Built-in cupboards and bathroom fittings;
- Awnings and blinds that are external of the Building;
- Satellite dishes and antennas used for receiving radio and/or television signals;
- Swimming pools; tennis courts, marinas, wharves, docks, jetties, pontoons or similar structures which are used for non-commercial purposes and at which fuel is neither stored nor distributed; or
- Services such as electricity and water, owned by the Body Corporate or for which the Body Corporate is responsible.

Building(s) do not include:

- Carpets or carpet underlay however fixed;
- Vinyl and cork or other flooring material which is not fixed with an adhesive;
- Temporary wall, ceiling or floor coverings;
- Internal window coverings including curtains and blinds;
- Unit Owners Contents
- Light fittings which are not built or wired into the electrical wiring;
- Air conditioners that are not permanently mounted, clothes dryers, washing machines, microwave ovens and any other appliances or devices that are not wired into the electrical wiring or permanently mounted;
- Fixtures removable by a lessee at the expiration of a tenancy;
- Anything described in any Act or Regulation governing strata title or company title property where the Building is situated, as not forming part of a Building.

Where this definition of Building is contrary to any Act or Regulation governing strata title or company title property or similar scheme pertaining to the Situation, then the requirements of that Act or Regulation will apply.

Common Area means

The area at Your Situation that is not part of any lot or unit. Where the Strata Legislation refers to Common Property, Common Property has the same meaning as Common Area.

Common Area Contents means

The domestic appliances, equipment, carpet, furnishings and furniture in any Common Area of the Situation surrounded by walls, gates or fences that are owned by You or for which You are legally responsible.

Common Area Contents does not include:

- Vehicles, caravans, trailers, Watercraft, Aircraft, or any accessories in or on any of them;
- Any appliance, equipment, furnishings, or furniture which is in open air and is designed to be neither used nor kept in open air;
- Livestock; or
- The personal property of any Unit Owners.

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Where this definition of Common Area Contents is contrary to any Act or Regulation governing strata title or company title property or similar scheme pertaining to the Situation, then the requirements of that Act or Regulation will apply.

Computer Equipment means

Computer hardware, operating system, computer network and other equipment containing or comprising any computer technology.

Damage or Damaged means

Any direct physical loss, physical destruction, or physical damage to Insured Property from any sudden and accidental cause not otherwise excluded by this Policy that has the result of lessening its value.

Electronic Data means

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Emergency Services means

Police, fire brigade, ambulance or others acting under their control.

Event

means a happening or an incident not intended to happen which occurs during a particular interval of time and causes or results in Damage or series of Damage happening from that one Event, that is claimable under this Policy.

Excess / Excesses means

The amount that You are required to contribute towards each and every Event that causes loss or damage insured by this Policy. The Excesses are specified in the Schedule for each Section.

Floating Floorboards means

Laminated, veneered or similar type flooring not fastened to the sub-floor but held in position by its own weight and/or by skirting boards at perimeter walls

Flood means

The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

Fusion means

The process of fusing or melting together the windings of an electric motor following Damage to the insulating material as a result of overheating caused by electric current.

Insurer means

Certain underwriters at Lloyd's of London.

In Transit means

Common Area Contents in Your personal custody or in the personal custody of any person authorised by You while in carriage to or from the Situation.

In Transit does not mean

Common Area Contents being carried by any professional carrier or common carrier that holds valid insurance against the risk of loss or damage to such property while in their custody.

Insured Property means

The Building, Common Area and/or Common Area Contents (and solely in respect of Section 6, any Equipment) at the Situation.

Landscaping means

Trees, shrubs, plants, lawns or rockwork.

Land Value means

The value of the land at the Situation ascertained by reference to the sum certified by the Valuer General as the value of that land and after due allowance has been made for any circumstances that affects the certified value of that land had the damage to the Insured Property not occurred.

Limit of Liability means

The limit of Our total liability for any one loss or series of losses arising out of one Event that is applicable to a Section of the Policy as specified in the Schedule.

Loss of Rent means

Unit Owner losses on a Tenanted Unit calculated as foregone rent under the lease contract effective immediately before the happening of Damage to the Building, plus any outgoings ordinarily paid by the Tenant.

Maintenance Fees means

Any fees payable by a Unit Owner for the costs of maintaining the Building (which are levied by or otherwise payable to the Body Corporate or any other person acting on behalf of the Body Corporate).

Money means

Current and valid coins, bank notes, cheques, other negotiable instruments, currency notes, postal orders, money orders and unused postage and revenue stamps.

Officer means

A member or former member of the Body Corporate whilst engaged in or serving on the committee or governing body of the Body Corporate.

Officer does not include a Body Corporate Manager or a director or representative of such a manager.

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Owner Occupied Unit means

A residential Unit occupied by a Unit Owner as their primary residence immediately before the happening of Damage to Insured Property.

Policy means

The contract of insurance between You and Us which comprises this Policy Wording, the Proposal, this Policy Wording, the Schedule and any endorsement or similar document issued by Us varying the Policy coverage.

Policy Period means

The period shown in the Schedule during which the insurance cover provided by this Policy is in place.

Policy Territory means

Australia.

Pollutants means

Any solid liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Premium means

The premium specified in the Schedule or in any endorsement to the Policy.

Pressure Equipment means

Boilers, pressure vessels and pressure piping defined in any applicable Australian standard.

Proposal means

The written application completed by You or another person on Your behalf (together with all accompanying information) relied upon by Us to enter into this Policy.

Schedule means

The schedule issued with this Policy wording.

Sea means

Any ocean, sea, bays, harbour or tidal water.

Section means

The sections of different cover available under this Policy as described in this document.

Situation means

The location shown in the Schedule where the Insured Property is situated.

Special Excess means

Any additional Excess specified in this Policy or in Your Schedule which will be payable in addition to the standard Excess with respect to each and every Event insured by this Policy.

Sum Insured means

The amount for which We have agreed to provide the insurance under this Policy as described in the Schedule.

Subsidence means

Earth movement, landslip, erosion, coastal erosion, settlement of newly made up ground, or settlement caused by the bedding down of new structures.

Temporary Accommodation Costs means

A sum equivalent to the annual rentable value of the Owner Occupied Unit (including any outgoings payable by a tenant) that would have applied immediately before the happening of Damage to Insured Property, calculated with reference to comparable rentable value from units in the building or if there is no data, units of a similar size and value in the same area.

Tenanted Unit means

A residential Unit leased under signed contract to a tenant immediately before the happening of Damage to Insured Property.

Unit means

An area shown on a plan of the Situation as a lot or unit in terms of any applicable Act or Regulation governing strata title property or an area to which a shareholder is entitled to exclusive possession in terms of any applicable Act or Regulation governing company title property.

Unit Owner means

An owner, member, or proprietor registered as owner of an estate in a Unit in terms of any applicable Act or Regulation governing strata title property or a shareholder entitling that person to exclusive possession of a Unit in terms of any applicable Act or Regulation governing company title property.

Unit Owners Contents means

A Unit Owner's personal effects, furniture, furnishings, Computer Equipment, electrical and electronic equipment at the Situation immediately before the happening of Damage to Insured Property.

Unit Owners' Fixtures and Improvements

Any item or structure for the exclusive use of a Unit and which is permanently attached to or fixed to the Building so as to become legally part of it including any improvement made to an existing part of the Building by a Unit Owner for their exclusive use.

Valuer General means

The state official, or independent statutory officer, who values property in the State or territory in which the Building is located.

Vehicle means

Any type of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power.

Voluntary Worker means

Any person between the age of 15 and 65 that is undertaking voluntary unpaid work at the Situation under the direction of the Body Corporate or Body Corporate Manager without promise of reward or remuneration..

Voluntary Worker does not include:

- An Officer; or
- An employee; or

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- A Body Corporate Manager or a director or representative of such a manager.

Water Damage means

Damage caused by water leaking, bursting or overflowing from appliances, fixtures or plumbing.

Watercraft means

Any vessel, craft or thing made or intended to float on or in or travel on, through or under water.

We, Our, Us means

The Insurer.

You, Your and Yours means

The person described in each Section of the Policy.

Interpretation

In this Policy, unless the context otherwise requires:

1. The singular includes the plural and the plural includes the singular
2. If a word or expression is given a definite meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning
3. References to an amount of money are references to that amount in Australian dollars;
4. Headings are included for reference purposes only and do not form part of the Policy for interpretation; and
5. References to:
    a. statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, ordinances and statutory instruments made under those statutes,
    b. sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes.

GENERAL EXCLUSIONS

These General Exclusions apply to all Sections of this Policy, however each Section may have specific Exclusions to the cover offered under that Section which should be read in addition to the ones below.

The Policy does not cover any claim, loss, damage, destruction, compensation, liability, cost or expense of any nature arising out of or in any way connected with the following, regardless of another cause to such, claim, loss, damage, destruction, compensation, liability, cost or expense:

Act of Terrorism

Any Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

Asbestos

Asbestos or asbestos products or any materials containing asbestos in whatever form or quantity.

Communicable Disease

A Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto. In this exclusion, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property..

Computer Equipment

Any Computer Equipment that fails to perform or function in the manner for which it was designed.

Cyber Incident

Any Cyber Incident, which for the purpose of this exclusion means

1. Unauthorised or malicious acts and/or the threat of unauthorised or malicious acts, regardless of time or place;
2. Malware or similar mechanism;
3. Programming or operator error, whether by the insured or any other person or persons;
4. Any unintentional or unplanned outage, wholly or partially, of the insured's Computer System not directly caused by physical loss or damage;

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

Electronic Data

Loss, damage, or unplanned alteration of Electronic Data.

Known Faults and Defects

Faults and defects in Insured Property which are known to You, or which you ought reasonably to have known.

Pathogenic Organisms

Any Pathogenic Organism.

For the purposes of this Exclusion pathogenic organism shall include but not limited to the following:

Mould or Fungi or its spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products enzymes or protein secreted by the above whether toxic or otherwise.

It is understood and agreed that Insurers shall not be under any duty to defend the insured in any proceedings in connection with any Pathogenic Organism claims or incidents.

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This exclusion shall apply irrespective of when the claim arose or was made and irrespective of when the exposure to any Pathogenic Organism occurred.

Pollution

The discharge, disposal, release, seepage, migration or escape of Pollutants or the cost of preventing, removing, nullifying, or clean-up of any contamination or pollution.

Radioactivity

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
5. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Unoccupied Insured Property

Any Insured Property left unoccupied for a period of 60 consecutive days in circumstances where You have not informed Us or Hutch of this fact and have not obtained Our written agreement for the cover of this Policy to continue beyond that period.

War

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Dishonest or Intentional Conduct

Any actual or alleged:-

1. Dishonest, fraudulent, criminal or malicious act;
4. Wilful or reckless breach of any statute, contract or duty;
5. Conduct intended to cause loss, damage, destruction, liability, omission, cost or expense or such conduct engaged in with reckless disregard for the consequences committed by You or any person acting with Your knowledge, express or implied consent, or participation.

GENERAL CONDITIONS

These General Conditions apply to all Sections of this Policy, however each Section may have specific Conditions to the cover offered under that Section which should be read in addition to the ones below.

Applicable Law

Should any dispute arise concerning this Policy, the dispute will be determined in accordance with the law of Australia and its States and Territories. In relation to any such dispute, the parties agree to submit to the jurisdiction of any competent court in a State or Territory of Australia.

Assignment

You must not assign this Policy or any of Your rights under this Policy without Our prior written consent which will not be unreasonably withheld.

Cancellation

1. You may cancel this Policy by giving notice in writing to Us. If such notice is given, the cancellation will take effect on the day the notice is received by Us.
2. We may cancel this Policy in any of the circumstances set out in the Insurance Contracts Act 1984 (Cth). Such cancellation is to take effect 30 days from the time notification is received by You.
3. After cancellation by You a refund of Premium will be returned to You pro rata for the unused Policy Period.
4. When the Premium is subject to adjustment, cancellation will not affect Your obligation to supply to Us such information as is necessary to permit the Premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.
5. In the event of a claim or claims having been notified to Us prior to the effective date of cancellation there will be no refund of Premium of the unused part of the Policy Period.

Changes affecting Sum Insured

Any changes that may affect the Sum Insured after commencement of the Policy must be notified by You to Us in writing as soon as reasonably practicable after such change comes to the notice of You or Your officer responsible for insurance. Changes that You must notify Us of include:

1. Removal of any Common Area Contents or alteration of any Building;
2. Any Building or Common Area of the Situation being left unoccupied for a period of more than 60 consecutive days;
3. Your interest in any Insured Property ceasing;
4. Any instance where the nature of the occupation of or other circumstances affecting the Insured Property are changed in such a way to increase any risk insured under this Policy; or

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5. You being placed into bankruptcy, receivership, administration or liquidation.

If We accept the change, You must pay Us any additional premium we require.

If you fail to notify us of such changes We might not be liable for any loss, damage or liability caused or contributed to by any such change or alteration.

Changes in Policy

No changes in this Policy will be valid unless agreed to in writing by Us. The requirements of any Section may not be deemed to be waived unless We agree to waive them in writing.

Inspection and Audit

We or a person acting on Our behalf may inspect any Insured Property by giving reasonable written notice to You. Neither Our right to make inspections nor the making of any inspection nor any report thereon will constitute an undertaking by Us on behalf of or for Your benefit or warrant that such Insured Property or operations are safe or healthful, or are in compliance with any applicable law, rule or regulation.

We may examine and audit Your books and records at any time during the Policy Period and extensions thereof and within three (3) years after the final termination of this Policy, as far as they relate to a claim made by you under this Policy.

Insurance Contracts Act

Nothing contained in this Policy is to be construed to reduce or waive either Your or Our privileges, rights or remedies available under the Insurance Contracts Act 1984 (Cth).

Interests of Other Parties

The insurable interest of only those lessors, financiers, trustees, mortgagees and owners specifically noted in the Schedule are covered by the Policy.

Where the insurance covers the interest of more than one party, any act or neglect of an individual party (other than those described in the Dishonest or Intentional Conduct general exclusion) will not prejudice the rights of any remaining party; provided that the remaining party shall, as soon as reasonably practicable upon becoming aware of any act or neglect whereby the risk of damage has increased, give notice in writing to Us and in such cases, We have the right to charge a reasonable additional premium.

Reasonable Care

You must:

1. Take all reasonable measures to maintain all Insured Property in sound condition;
2. Take all reasonable precautions to prevent or minimise loss, damage, destruction, liability, compensation, cost or expense covered by this Policy;
3. Comply with all obligations and regulations imposed by any authority; and
4. Take all reasonable measures to ensure that only competent employees and contractors are employed or contracted to undertake work on Your behalf at the Situation.

Reinstatement of Sum Insured

After We have admitted liability for a claim We will automatically reinstate the Sum Insured and/or Extension limits to their preloss amount without any additional Premium having to be paid.

This condition does not apply:

1. when We pay a total loss;
2. when We pay the full Sum Insured;
3. to Section 5: Office Bearers Liability
4. to Section 7: Government Audit, Health & Safety, & Legal Expenses;
5. to Special Benefit 22 of Section 1: Buildings & Common Contents

Sanction limitation and exclusion clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

Storage of Hazardous Materials

Hazardous goods or materials stored at the Situation must be stored in the quantities and manner required by any relevant law or standard.

Subrogation

If We make a payment under this Policy, Your rights of contribution, indemnity or recovery are subrogated to Us. You must not surrender any right to or settle any claim for contribution, indemnity or recovery without Our prior written consent. You must do all things and execute all documents to enable Us to sue in Your name for such contribution, indemnity or recovery.

Your Authorised Representative

You agree that any person representing You when completing the Proposal is authorised to give and receive information on Your behalf.

CLAIMS CONDITIONS

If you fail to comply with the following Claims Conditions We will reduce Our liability to the extent of any prejudice caused by Your failure to comply.

On the happening of any Damage, Occurrence or event likely to give rise to a claim under any Section, You must at Your own expense:

1. As soon as reasonably practicable, inform Us by telephone or in writing using the contact details set out in the PDS of any damage, injury or receipt of notice of any claim and/or of the institution of any proceedings against you;
2. As soon as reasonably practicable inform the police of any malicious damage, burglary, housebreaking, fraudulent misappropriation, theft or any attempted theft of Insured Property and/or Money and provide details of the report to Us. We may need the police

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report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss

3. Take all reasonable precautions to recover lost or stolen Insured Property and/or Money and minimise the claim;
4. Take all reasonable precautions to reduce the damage and to prevent further damage;
5. When requested by Us to do so, Complete and lodge a claim form within twenty-one (21) days with all necessary supporting documentation that We may reasonably require for the investigation and verification of the claim;
6. Not arrange for the repair or replacement of any Insured Property or Equipment in connection with any claim without Our prior written consent which will not be unreasonably withheld;
7. Not admit guilt or fault (except in court or to the Police)
8. Not admit or deny liability for, or offer to negotiate or agree to settle, any claim brought against you without Our prior written consent which will not be unreasonably withheld, which will not be unreasonably withheld;
9. Not dispose of any Damaged Insured Property without Our prior written consent which will not be unreasonably withheld;
10. Allow Us or Our representative access to inspect on reasonable notice and on their reasonable request.
11. Assist Us in the defence of any claim brought against you.

In accordance with the Subrogation general condition, We reserve the right to negotiate, defend or settle in Your name and on Your behalf any claim brought against You and will have full discretion in the conduct of any proceedings or in the settlement of any claim.

Approval required for repairs

Except for essential temporary repairs permitted under benefit 4 – Protection & Minimisation of Imminent Damage of Section 1: Building & Common Contents, You are not authorised to commence repairs without Our approval which We will not be unreasonably withheld.

Claim Preparation Costs

We will pay costs necessarily and reasonably incurred by You, with Our written prior consent, in preparation of a claim under this Policy.

The maximum that We will pay in respect of claims preparation costs during any one Policy Period is $30,000., however this condition does not apply to Section 3: Voluntary Workers Personal Accident and Section 7: Government Audit, Health & Safety, & Legal Expenses.

False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect. We may also report any suspected fraudulent act to the Police for further investigation.

Other Insurances

You shall give written notice as soon as reasonably practicable to Us of any other insurance or insurances effected covering any of the risks that are the subject of this Policy.

If at the time of any loss, damage or liability there is any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s) subject to the Insurance Contracts Act 1984 (Cth).

Possession of Damaged Property

On the happening of any loss, destruction or damage in respect of which a claim is or may be made under this Policy, We and every person authorised by Us may, without incurring any liability, and without diminishing Our right to rely upon any terms or conditions of the Policy, enter, take or keep possession of any building or premises where the loss, damage or destruction has happened and may take possession of or require to be delivered to Us any of the Insured Property and may keep possession of and deal with such Insured Property for all reasonable purposes and in any reasonable manner.

You shall not in any case be entitled to abandon any Insured Property to Us whether taken possession of by Us or not.

Preventing Our right of recovery

If You've agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You won't hold them responsible then, to the extent We've been prejudiced by this act, We won't cover You for that loss, damage or liability.

Repairs or Replacement

We have the right to nominate the repairer of supplier to be used, and where reasonable We will seek Your cooperation in selecting the repairer or supplier.

Salvage value

We are entitled to any salvage value on recovered items and Damaged items that have been replaced.

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SECTION 1: BUILDINGS & COMMON CONTENTS

COVER

We will cover You, up to the Sum Insured shown in the Schedule for Section 1, against Damage to:

1. any Building; and
2. Common Area Contents whilst they are at the Situation or whilst temporarily removed and In Transit within the Policy Territory,

occurring during the Policy Period in accordance with the Basis of Settlement applicable to Section 1.

OPTIONAL COVER

The following covers only take effect if shown as "Selected" in the Schedule, or where a sum insured is shown for that item in the Schedule.

Optional Cover 1 – Flood

When the Sum Insured applicable to Section 1 is not otherwise exhausted, we will pay for Damage to Insured Property caused by Flood during the Policy Period subject always to the conditions and exclusions of this Policy.

Optional Cover 2 – Additional Catastrophe Cover

Where Your Building(s) and Common Area Contents suffer a loss during the Policy Period not excluded under Section 1 which is caused

1. by a Catastrophe,
2. due to another Event that occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period;

We will pay up to the additional percentage, shown in the Schedule for this optional cover, of Your Building(s) Sum Insured, for any unforeseen increase in rebuilding costs where a claim has been admitted under this Section 1.

No amount will be paid under this additional cover until such time as the Sum Insured on Your Building(s) has been totally exhausted.

For the purposes of this optional cover "Catastrophe" means an event that is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Optional Cover 3 – Unit Owners' Fixtures and Improvements

When the Sum Insured applicable to Section 1 is exhausted, We will pay costs necessarily and reasonably incurred by You to reinstate, repair or replace a Unit Owners' Fixtures and Improvements in a Unit made by a Unit Owner, that are Damaged during the Policy Period caused by an Event not excluded under Section 1.

The maximum that We will pay in respect of this extension during any one Policy Period is

1. 10% of the Building Sum Insured applicable to Section 1 in total for all Units; or
2. $300,000 per Unit,

whichever is the lesser.

We will not pay for the cost to replace undamaged Unit Owners' Fixtures and Improvements or to replace illegal installations.

SECTION 1 EXTENSIONS

We will pay these extensions when the Sum Insured applicable to Section 1 is not otherwise exhausted and where the following costs or losses covered by their benefits were incurred a result of Damage to the Insured Property occurring during the Policy Period caused by an Event that is not excluded under Section 1.

1 - Professional Fees

We will pay the fees of architects, surveyors, consulting engineers, lawyers and other professionals, including all incidental costs and fees for:

1. Estimates;
2. Plans and specifications;
3. Applications for building or construction consents;
4. Quantities;
5. Tenders; and
6. Supervision,

necessarily and reasonably incurred by You, with Our prior written consent, which will not be unreasonably withheld, in the process of repairing, replacing or rebuilding any Damaged Insured Property.

2 - Removal of Debris

We will pay costs necessarily and reasonably incurred by You in the:

1. Removal, storage and disposal of debris, being the remains of any Damaged Insured Property;
2. Demolition, dismantling, shoring up, propping, underpinning or other temporary repairs to any Damaged Insured Property;
3. Demolition and removal of any Insured Property that can no longer be used for its intended purpose, as long as such demolition and removal is necessary to repair, replace or rebuild any Damaged Insured Property provided that Your liability to pay such costs does not arise directly or indirectly as a consequence of:
   a. The discharge, dispersal, release or escape of Pollutants; or
   b. Any contract, except where the liability would have existed in the absence of such contract.
4. demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a Public or Statutory Authority;

3 – Protection & Minimisation of Imminent Damage

We will pay costs necessarily and reasonably incurred by You in order to:

1. ensure the safety of Insured Property pending its repair, replacement or rebuilding; or

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2. minimise imminent Damage to Insured Property occurring during the Policy Period.

We will not pay more than $5,000 unless you first obtain Our written consent, which will not be unreasonably withheld, prior to You incurring costs in excess of this amount.

4 – Emergency Services & Fire Extinguishment

1. We will pay for Damage to the Insured Property caused by the Emergency Services gaining access; and
2. We will pay costs necessarily and reasonably incurred by You in order to extinguish any fire that threatens Insured Property, including the cost of replenishing firefighting equipment and charges for shutting off the supply of water or any other substance following accidental discharge or escape of such substances from firefighting equipment.

5 – Government Authority Fees

We will pay fees, contributions or imposts payable by You to any government or local authority to obtain a building or construction consent to repair, replace or rebuild any Damaged Insured Property, provided that We will not be liable for any fines or penalties imposed by any such authority.

6 – Floating Floorboards

We will pay costs necessarily and reasonably incurred by You to repair Unit Owners' Floating Floorboards if they are Damaged by an Event that is not excluded under Section 1 of this Policy.

7 – Unit Internal Wall Coverings or Paint

We will pay costs necessarily and reasonably incurred by You to repaint or re-wallpaper internal walls or ceilings of a Unit if they are Damaged by an Event not excluded under Section 1 of this Policy but not otherwise covered as a result of legislation excluding paint and wallpaper within Units from the definition of Building.

We will only pay for repainting or re-wallpapering of the room, hallway or passageway that where the Damage occurred up to a maximum of $5,000 per Unit.

SECTION 1 ADDITIONAL LIMIT EXTENSIONS

We will pay the following benefits in addition to the Sum Insured applicable to Section 1 up to the maximum shown in the Policy, or as otherwise detailed in the Schedule. Items 8 – 16 will be further limited up to a maximum aggregate limit per Policy Period of 15% of the Building Sum Insured applicable to Section 1, or as otherwise detailed in the Schedule.

8 - Temporary Accommodation Costs

We will pay Temporary Accommodation Costs incurred as a result of Damage to Insured Property occurring during the Policy Period caused by an Event not excluded under Section 1 that renders the Unit unfit for habitation or inaccessible

Where the temporary accommodation selected does not allow pets, We will pay for the reasonable and necessary costs of housing domestic pets ordinarily resident with the affected Unit Owner in kennels up to a maximum of $1,000 per Unit.

We will only pay costs incurred under this extension during the period that the Unit is either uninhabitable or inaccessible.

9 - Loss of Rent

We will pay Loss of Rent incurred as a result of Damage to Insured Property occurring during the Policy Period caused by an Event not excluded under Section 1 that renders the Unit unfit for habitation or inaccessible.

We will only pay Loss of Rent under this extension during the period that the Tenanted Unit is either uninhabitable or inaccessible.

10 – Prevention of Access

We will pay Loss of Rent and/or Temporary Accommodation Costs incurred as a result of the Unit not being able to be inhabited by reason of an order of a government authority made in respect of the Situation during the Policy Period directly and solely due to:

1. the discovery of vermin or pests at Your Situation;
2. an accident at Your Situation causing a defect in the drains or other sanitary arrangements at Your Situation; or
3. murder or suicide occurring at Your Situation,

We will only pay Loss of Rent and/or Temporary Accommodation costs under this extension for the period commencing with the government order becoming effective, until such time as the order is revoked, or until 30 days have elapsed, whichever is the sooner.

11 - Public Utility Failure

We will pay Loss of Rent and/or Temporary Accommodation Costs incurred by reason of the Unit becoming uninhabitable as a result of the failure of supply to the Unit of electricity, gas, water or sewerage services by a public utility resulting from Damage to property belonging to or under the control of the public utility occurring during the Policy Period by an Event not excluded under Section 1.

We will pay Loss of Rent and/or Temporary Accommodation Costs under this extension for the period commencing 48 hours after the failure of supply occurs until such time as the failed service is reinstated or until 30 days have elapsed, whichever is the sooner.

12 – Cost of Reletting

When You have leased out Your Unit or Common Area We will pay reasonable reletting costs if it is made unfit to be occupied for its intended purpose by:

1. Damage to Your Insured Property that is admitted as a claim under Section 1; and
2. Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Unit or Common Area they previously leased.

The maximum We will pay per Unit or Common Area in any one Policy Period under this extension is $1,500.

13 – Meeting Room Hire

We will pay for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to

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occupy the meeting room facilities forming part of Your Insured Property by Damage to Your Insured Property covered under Section 1.

We will pay from the time of the Event until the time when access to Your meeting room facilities are re-established.

The maximum We will pay under this extension in any one Policy Period is $5,000.

14 – Maintenance Fees

We will pay Outstanding Maintenance Fees required to be paid to You by a Unit Owner whose Unit has become uninhabitable as a result of Damage occurring during the Policy Period and covered under Section 1, provided that You have taken all practicable measures to collect those outstanding Maintenance Fees.

The maximum We will pay in any one Policy Period under this extension is $2,000 per Unit.

We reserve Our right of subrogation to recover the outstanding Maintenance Fees from the relevant Unit Owner or Owners.

15 - Storage of Unit Owners Contents

We will pay the costs of removing, storing and returning undamaged Unit Owners Contents, and costs of insuring the same during such removal, storage and return, necessarily and reasonably incurred as a result of Damage to Insured Property occurring during the Policy Period caused by an Event not excluded under Section 1 that renders a Unit uninhabitable.

We will pay this extension while the Unit is incapable of housing the undamaged Unit Owners Contents provided that the maximum amount We will pay under this extension is $10,000 for any one loss or series of losses arising out of one Event during the Policy Period.

This extension does not apply to Unit Owners' Livestock, Vehicles, caravans, trailers, Watercraft, Aircraft or accessories in or on any of them.

16 - Storage of Common Area Contents

We will pay costs of removing, storing and returning undamaged Common Area Contents necessarily and reasonably incurred as a result of Damage to Insured Property occurring during the Policy Period caused by an Event not excluded under Section 1 that renders the subject Common Area incapable of housing the undamaged Common Area Contents.

We will pay these costs while the subject Common Area is incapable of housing the undamaged Common Area Contents, provided that the maximum amount We will pay under this extension is $10,000 for any one loss or series of losses arising out of one Event during the Policy Period.

17 – Alterations / additions

When You make alterations, additions or renovations to Your Insured Property during the Policy Period We will pay up to $250,000 for Damage to such alterations, additions or renovations by an Event not excluded under Section 1 provided:

1. the value of such work does not exceed that amount; or
2. You notify Us and We otherwise agree in writing before the commencement of such work;
3. if requested, You pay any extra premium We may charge.

We will not pay if You have entered into a contract with a builder, contractor or similar entity and they are required by law to effect, and they have effected, insurance that insures material damage and liability.

18 – Mortgage Discharge Fees

We will pay legal fees necessarily and reasonably incurred by You to discharge any registered mortgage over the Insured Property in the event that the Building is totally destroyed, or in such a condition to make it uneconomic to repair, replace or rebuild and We have paid the amount due under Section 1.

The maximum that We will pay in respect of this extension during any one Policy period is $10,000.

19 – Arson Reward

We will pay a reward for information that leads to a conviction for arson in connection with Damage covered under Section 1.

The maximum that We will pay under this extension is $10,000 per Policy Period (irrespective of the number of people supplying information).

20 - Damage to Domestic Electric Motors

We will pay costs necessarily and reasonably incurred by You in repairing or replacing an electric motor within an electrical machine used for domestic purposes comprising part of Insured Property Damaged by Fusion during the Policy Period.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in replacing with an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for

1. Motors covered by any form of warranty;
2. Motors with an output greater than five (5) kilowatts;
3. Motors more than twenty (20) years old;
4. Other parts of any electrical machine nor for software;
5. Non-electrical components such as bearings, seals and solenoids;
6. Lighting filaments or heating elements;
7. Fuses or protective devices;
8. Electrical contacts or switches at which sparking, or arcing occurs by ordinary working;
9. Costs of flushing or recharging with refrigerant; or
10. Any additional costs arising from loss of use of the machine.

The maximum We will pay in any one Policy Period under this extension is $5,000.

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21 – Electricity, gas, water and similar charges – excess costs

Following Damage insured under Section 1 We will pay for the cost of:

1. increased usage of metered electricity, gas, sewerage, oil and water;
3. accidental discharge of metered electricity, gas, sewerage, oil and water;
4. additional management charges;

that You are required to pay following Damage to Your Insured Property The maximum that We will pay in respect of this extension is $2,000 per Event.

22 – Electricity, gas, water and similar charges – unauthorised use

We will pay for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying Your Insured Property without Your consent. We will not pay unless all practical steps are taken to terminate such unauthorised use immediately You become aware of it. The maximum that we will pay in respect of this extension is $2,000 any one Policy Period.

23 – Environmental improvements

If Your Insured Property is:

1. Damaged by an Event claimable under Section 1; and
2. the cost to rebuild, replace or repair the Damaged portion is more than twenty five percent (25%) of the Building Sum Insured;

We will, in addition to the cost of environmental improvements claimable under Section 1, also pay up to $20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

24 – Landscaping

We will pay costs necessarily and reasonably incurred by You in replacing Damaged Landscaping occurring during the Policy Period caused by an Event not excluded under Section 1.

The maximum We will pay in any one Policy Period under this extension is $25,000.

25 - Removal of Fallen Trees

We will pay costs necessarily and reasonably incurred by You in removing and disposing of fallen trees and branches (excluding stumps and roots) that have caused Damage to Insured Property during the Policy Period.

The maximum amount that We will pay under this extension is $5,000 for any one loss or series of losses arising out of one Event during the Policy Period.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

26 – Detecting Leaks

We will pay costs necessarily and reasonably incurred by You in:

1. Locating the source of leaking, bursting, discharging, or overflowing of tanks, apparatus or pipes used to carry liquid of any kind (including Damage to other property necessary to effect the repair or replacement); and
2. Repairing or replacing the defective part or parts of such tanks, apparatus or pipes up to a limit of $1,000 per Event for such defective part or parts,
3. Rectifying contamination damage or pollution damage to land at Your Situation caused by the escape of liquid, to a limit of $1,000.

provided that the leaking, bursting, discharging or overflow occurs during the Policy Period and is caused by an Event not excluded under Section 1.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a Building defect, Building movement, faulty workmanship, rust, oxidation, corrosion, wear and tear, gradual corrosion, gradual deterioration, earth movement or by trees, plants or their roots.

27 – Money

We will pay for theft of or Damage to Your Money while in the custody, care or control of an Officer, committee member of Yours or duly appointed Body Corporate Manager/ Agent acting on Your behalf.

The maximum that We will pay for this extension during any one Policy Period is $25,000.

We will not pay for any theft of or Damage to Your Money arising from any dishonest, fraudulent, criminal or malicious act or omission by:

1. any person employed by You;
2. any Unit Owner or any family member normally residing with that Unit Owner; or
3. any person acting as a proxy of an Unit Owner.

28 – Personal Property Under Control of Body Corporate

We will pay for the personal property, that is Damaged by an Event not excluded under Section 1 while in Your care, custody or control if owned by third parties not insured under this Policy, including third parties employed by You.

The maximum that We will pay under this extension is $10,000 for any one loss or series of losses arising out of one Event during the Policy Period.

29 – Replacement of Keys and Locks

Where a key to an external door or window of a Building (excluding any individual Unit) is stolen or where You have reasonable grounds to believe keys have been duplicated as a consequence of forcible entry into that Building during the Policy Period, We will pay, at our own option, the reasonable costs of either:

1. Re-keying or re-coding those locks together with replacement keys; or
2. Replacing those locks with locks of a similar type or quality.

We will not make any payment under this extension where keys or codes have been retained, stolen or duplicated by any occupant or previous occupant of the Insured Property, or by their family or friends. The maximum amount that We will pay under this extension is $5,000 for

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any one loss or series of losses arising out of one Event during the Policy Period.

30 – Rewriting of Records

We will pay costs necessarily and reasonably incurred by You in preparing and/or rewriting the records of the Body Corporate which have been Damaged during the Policy Period from an Event not excluded under Section 1:

1. At the Situation;
2. While in the safe keeping of a duly appointed Body Corporate Manager; or
3. At a bank for safekeeping.

The maximum that We will pay under this extension is $50,000 in any one Policy Period.

31 – Removal of squatters

We will pay for legal fees You necessarily incur to repossess Your Insured Property or a Unit if squatters are living in it

We will not pay unless You first obtain Our consent to incur such legal fees which We will not unreasonably withhold.

The maximum that We will pay under this extension is $1,000 in any one Policy Period.

32 – Water removal from basements

We will pay for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of your Insured Property if such inundation is directly caused by Storm or Rainwater. We will not pay if the inundation is caused by an Event excluded under Section 1.

The maximum that We will pay under this extension is $2,000 in any one Policy Period.

33 – Emergency Accommodation Costs

We will pay emergency accommodation costs reasonably incurred as a result of Damage to Insured Property occurring during the Policy Period caused by an Event not excluded under Section 1 that renders the Unit unfit for habitation or inaccessible

We will only pay costs incurred under this extension during the period that the Unit is either uninhabitable or inaccessible and up to a maximum amount of $2,500 per unit.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 1

The meaning of some of the important words and terms used in Section 1 only are shown below.

You, Your and Yours means

The Body Corporate.

BASIS OF SETTLEMENT

Claims for Damage to a Building

1. In respect of a claim for Damage to a Building, We will after consultation with You, either:
   a. Repair, replace or rebuild the Damaged portion of the Building to a condition which is substantially the same as when new, but not better or more extensive than when new; or
   b. Pay the reasonable cost of repairing, replacing or rebuilding the Damaged portion of the Building to a condition which is substantially the same as when new, but not better or more extensive than when new; or
   c. Pay up to the Sum Insured applicable to Section 1.
2. Where a Building is destroyed, or in such a condition to make it uneconomical to repair, replace or rebuild the Building, We may allow You to purchase an alternative existing building to replace that destroyed Building. In such an event, We shall not be liable to make payment to You for an amount more than:
   a. The reasonable cost of repairing, replacing or rebuilding the Building to a condition which is substantially the same as when new, but not better or more extensive than when new; or
   b. The Sum Insured applicable to Section 1.

Extra Cost of Reinstatement of Buildings

Where a Building is destroyed or Damaged, Section 1 extends to cover the additional costs necessarily and reasonably incurred by You in complying with the requirements of any lawful authority that are imposed after the Damage (including demolition or dismantling) subject to the terms, conditions and Sum Insured applicable to Section 1 and provided that:

1. The work of reinstatement, including a rebuild or repair must be commenced and completed within a reasonable period, and without unreasonable delays caused by You, failing which We will not be liable to make any payment in respect of the extra cost of reinstatement as a consequence of having to comply with new building rules or regulations;
2. The work of reinstatement may be carried out wholly or partially at another site, if the requirements of any lawful authority makes that necessary, subject to Our liability not being increased;
3. We will not pay for any extra costs of reinstatement that would have been incurred when complying with any Act, Regulation, By-Law or Statutory Requirement that applied to the Building prior to the Damage;
4. Where the Building is not destroyed, We will only pay for the extra costs incurred in reinstating the Damaged portion of the Building;
5. We will not pay for the cost of reinstating illegal installations in any part of the Building.

Floor Space Ratio

Where a Building is destroyed or Damaged and the relevant statutory authority permits reinstatement only to a reduced floor space ratio index, We will pay You the difference between:

1. The actual cost of reinstatement to comply with the reduced floor space ratio index; and
2. The approximate cost of reinstatement at the time of destruction or the Damage had the reduced floor space ratio index not applied.

We will only pay for the floor space ratio benefit described above when the Sum Insured applicable to Section 1 is not otherwise exhausted.

Loss of Land Value

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Subject to the Sum Insured applicable to Section 1 not being otherwise exhausted, We will pay You for the costs associated with loss of Land Value that are caused by a statutory authority:

1. refusing permission to reinstate the Building at the Situation. In this instance, We will pay the difference between the Land Value before and after the Damage; or
2. allowing only a partial reinstatement of the Building at the Situation. In this instance, We will pay the difference between the Land Value before the Damage and the Land Value after such reinstatement, provided that Our payment for loss of Land Value:
    a. will be reduced by any amount already paid to You as compensation by such statutory authority; and
    b. will be made to You after the ruling of the statutory authority, which results in the loss of Land Value. If the statutory authority changes its ruling or if such ruling is overturned by a court or tribunal resulting in a material and unforeseeable change in Land Value after We have made payment to You, We may request that you refund a reasonable and proportion amount from that amount paid to You which exceeds the revised loss of Land Value.

All differences relating to Land Value arising out of Section 1 may, by agreement, be referred to the National President of the Australian Property Institute who will appoint a registered and qualified valuer whose decision will, if all parties so agree, be final and binding and who will at the same time decide as to payment of any costs of such referral.

Undamaged Foundations

Subject to the Sum Insured applicable to Section 1 not being otherwise exhausted, if a Building is destroyed and reinstatement of the Building must be carried out at another site as a requirement by any lawful authority, then any undamaged foundations will be deemed destroyed and We will pay for the value of any undamaged foundation.

If the presence of the abandoned foundations at the Situation increases the Land Value of that site, then We may deduct from the settlement of a destroyed Building claim a reasonable and proportionate amount equal to the difference between:

1. The unimproved value of the land at the Situation; and
2. The value of that land with the foundations.

All differences relating to the value of that amount may, by agreement, be referred to the National President of the Australian Property Institute who will appoint a registered and qualified valuer whose decision will, if all parties so agree, be final and binding and who will at the same time decide as to payment of any costs of such referral.

Claims For Damaged Common Area Contents

1. In respect of a claim for Damaged Common Area Contents, We will at Our option:
    a. Repair or replace the item of Common Area Contents to a condition which is substantially the same as when new, but not better or more extensive than when new; or
    b. Pay the reasonable cost of repairing or replacing the item of Common Area Contents to a condition, which is substantially the same as when new, but not better or more extensive than when new.
2. The maximum amount that We will pay to You in respect of any one loss or series of losses arising out of one Event relating to:
    a. Common Area Contents that are not in open air - is 1% of the Sum Insured applicable to Section 1, unless otherwise specified in the Schedule; and
    b. Common Area Contents that are in open air or are In Transit - is $5,000 for any one loss or series of losses arising out of one Event during the Policy Period.
3. When Damage occurs to an item of Common Area Contents which:
    a. Is part of a set, We will only pay for the reasonable cost of:
        i. Repairing or replacing the item itself as a proportion of the reasonable cost of repairing; or
        ii. Replacing the whole set, notwithstanding that the set is less valuable by reason of it being incomplete;
    b. Is a wall, floor or ceiling covering (including carpets, blinds and curtains), We will only pay for the cost of repairing or replacing such item in the room, hall or passage in which the Damage occurred.

Excess

The amount that We pay in relation to Your claim will be reduced by the amount of any applicable Excess.

Otherwise, You must pay the amount shown in the Schedule as the Excess payable in respect of Buildings & Common Area Contents Cover for each loss or series of losses arising from one Event when a claim is accepted by Us under Section 1.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1

In addition to the general exclusions applying to all Sections, under Section 1 We will not pay for:

1. Damage arising directly or indirectly out of or in any way connected with:
    a. Flood, unless Optional Cover 1 is shown in the Schedule as selected.
    b. Change in colour, texture or finish;
    c. Creeping, heaving or vibration;
    d. Demolition ordered by any lawful authority due to You or Your agents' failure to obtain necessary building, construction or development consents or permits;
    e. Subsidence or collapse unless the Damage arises out of an earthquake or seismological disturbance, explosion or physical impact by Aircraft;
    f. Hydrostatic pressure or changes in the water table,; however we will pay if the damage is caused by bursting, leaking or overflowing of water tanks, drains or pipes.

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g. Accidental breakage, chipping or lifting of swimming pools, spas and their surrounds including tiles and pavers;

h. Incorrect siting of any Building;

i. Kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt thereat;

j. Lack of maintenance or any other failure to keep any Insured Property in good repair;

k. Overwinding, mechanical, hydraulic, electrical or electronic breakdown except to the extent covered by extension 20 (Damage to Domestic Electric Motors);

l. Mildew, mould, contamination, disease, wet or dry rot, change of colour, oxidation, evaporation, dampness of atmosphere or variations in temperature;

m. Normal settling seepage, shrinkage or expansion in Buildings or foundations, walls, pavements, roads and other structural improvements;

n. Removal or weakening of supports or foundations;

o. Invasion of tree or plant roots nor for the cost of clearing drains or pipes blocked by any such invasion. However we will pay for water or liquid Damage resulting from blocked pipes or drains;

p. Spontaneous combustion, fermentation or heating or any process involving the direct application of heat except that this exclusion will be limited to the item or items immediately affected and will not extend to other Damaged Insured Property as a result of such combustion, fermentation or heating process;

q. Actions of the sea, tidal wave, storm surge, high-water, or high tide, unless caused by a tsunami.

r. Smoke or smut from industrial operations.

s. The actions of birds, vermin, moths, termites or other pests; however if such actions directly cause an Event otherwise covered in this Section 1 (for instance fire or broken glass), we will pay for the Damage resulting from that Event;

t. Wear and tear, corrosion, rust or oxidation, fading, chipping, scratching or marring, gradual corrosion or gradual deterioration or developing flaws, concrete or brick 'cancer', normal upkeep or making good. This includes when damage to the Insured Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;

2. The cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification

3. consequential loss of any kind other than as specifically covered in Section 1;

4. any legal liability of any kind, except Your legal liability described in additional extensions 2 (Removal of Debris) and 28 (Personal Property Under Control of Body Corporate);

5. Damage to any:

a. Animals;

b. Awnings made of textile or fabric more than ten (10) years old where that Damage is caused by wind, rainwater or hail

c. Boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;

d. Building(s) or other Insured Property which are vacated and undergoing demolition;

e. Building or other Insured Property which is in the course of construction, erection, alteration or addition where the total contract value of such work exceeds $250,000;

f. Carpets and other floor coverings resulting from staining, fading or fraying. However We will pay if the Damage directly results from any other Event not excluded under Section 1;

g. Docks, wharves and piers not forming part of any Building;

h. Glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;

i. Pathways, driveways and tennis court surfaces where that Damage is caused by wind, rainwater or hail;

j. Personal property in open air unless it is part of the Common Area Contents designed to function without the protection of walls or a roof;

k. Pool and spa covers where that Damage is caused by wind, rainwater or hail;

l. Water in swimming pools, spas or water tanks;

m. Pressure Equipment arising out of a failure to comply with any Australian Standard relating to such equipment;

n. Retaining walls where that Damage is caused by wind, rainwater or hail;

o. Swimming pools, spas or surrounds where that Damage is caused by movement of their foundations or structure unless the Damage arises out of an earthquake or seismological disturbance;

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SECTION 2: PROPERTY OWNER'S LEGAL LIABILITY

COVER

We will cover You up to the Limit of Liability shown in the Schedule for Section 2 for Compensation resulting from an Occurrence in connection with Your legal ownership of Insured Property that happens during the Policy Period.

DEFENCE COSTS IN ADDITION

In addition to the Limit of Liability for Section 2, we will pay:

1. Defence Costs
2. Your legal representation costs reasonably and necessarily incurred with Our prior written consent which will not be unreasonably withheld, at a coronial inquest or inquiry into any death which may be the subject of a claim for Compensation under Section 2
3. Your other reasonable expenses necessarily incurred in connection with an Occurrence, with Our prior written consent which will not be unreasonably withheld
4. Interest accruing on amounts payable after judgement has been entered against You until We have paid, tendered or deposited in the court the amount that We are liable to pay following judgement
5. A daily stipend of $250 if We require You to attend Court as a witness.

SECTION 2 EXTENSIONS

Except where specified otherwise, We will pay up to the Limit of Liability for Section 2 for:

1 – Car park liability

Compensation You become legally responsible to pay for Personal Injury or Property Damage to Vehicles in Your physical or legal control where such Personal Injury or Property Damage occurs in a car park You own at the Situation.

We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

2 – Recreational activities

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from recreational or social activities arranged for and on behalf of Unit Owners and occupiers of Units.

3 – Services

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising out of the service or services You provide for the benefit, general use and enjoyment of Unit Owners and occupiers of Units at Your Situation.

4 – Injury to or death of domestic pets

Compensation You become legally responsible to pay for accidental injury to, or death of a domestic pet ordinarily resident with a Unit Owner (or occupier of a Unit) arising out of the negligent use of any poisons, pesticides, traps or baits by You or on Your behalf at the Common Area.

Our maximum liability under this Extension is $1,000 any one Policy Period.

No Excess will apply to claims under this Extension.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 2

The meaning of some of the important words and terms used in Section 2 only are shown below.

Compensation means

Any amount paid or payable by You for Personal Injury or Property Damage pursuant to any:

1. Court judgment; or
2. Settlement with Our consent

Compensation does not include:

1. Aggravated, punitive or exemplary damages;
2. Fines or penalties imposed by law (including civil penalties); or
3. Any matters which are deemed uninsurable under the law.

Defence Costs means

Legal costs and disbursements and related expenses connected to the defence of a claim covered under this Section and incurred by:

1. You with Our prior written consent which will not be unreasonably withheld; or
2. Us after We have assumed conduct of any proceedings in:
   a. Defending any proceedings;
   a. Conducting any claim for contribution or recovery; or
   b. Investigating, avoiding or reducing or settling any claim for Compensation.

Defence Costs does not include any of Your internal or overhead expenses or the cost of Your time.

Employment Practices means

Any claim of wrongful or unfair dismissal, termination, suspension, denial of natural justice, defamation, misleading representation or false advertising, defamation, libel, slander, harassment, bullying or discrimination.

Occurrence means

An event or series of continuous events which result in Personal Injury or Property Damage that is neither anticipated nor intended by You. All events of a series consequent on or attributable to one source or original cause are deemed to be a single Occurrence.

Personal Injury means

1. Bodily injury, death, illness, disability, shock, fright, mental anguish or mental injury
2. False arrest, wrongful detention, false imprisonment or malicious prosecution
3. Wrongful entry or eviction or other invasion of the right of privacy
4. A publication or utterance of defamatory or disparaging material
5. Assault and battery not committed by You or any Unit Owner at Your or their direction unless committed for

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the purpose of preventing or eliminating danger to person or property.

occurring within during the Policy Period within the Policy Territory

Property Damage means

1. Damage to or destruction of physical property, or
2. loss of use of physical property, resulting from an Occurrence

occurring during the Policy Period within the Policy Territory.

You, Your and Yours means

The Body Corporate;

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 2

In addition to the general exclusions applying to all Sections, under Section 2 We will not pay for any claim or claims for or arising out of:

1. damage to Your property or property under your physical or legal control
2. liability for Personal Injury to Your current or former employees and/or Officers, whilst engaged solely in work or duties on Your behalf.
3. Employment Practices
4. liability imposed by any workers' compensation, accident compensation or similar legislation;
5. rendering of or failure to render professional advice or services by You or by anyone on Your behalf.
6. The publication or utterance of a defamation, libel or slander;
   a. made prior to the commencement of this Policy
   b. made by You or at Your direction when You knew it to be false
7. construction, erection, alteration, addition, renovation or demolition of any Building or Common Area by You or on Your Behalf where the contract value of the work exceeds $250,000.
8. vibration, removal or the weakening or interference with support to land, Buildings, Common Area or other property.
9. liability assumed under a contract except where that liability would otherwise exist at law in the absence of the contract.
10. actions brought outside of Australia or governed by the laws of a foreign country
11. fines, penalties, punitive, exemplary, liquidated, aggravated, or additional damages (including interests and costs) imposed against You.
12. damage to property owned, leased, hired by, under hire purchase, on loan or rented to You or otherwise in Your care, custody or control other than visitors' clothing and personal effects.
13. damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;
14. injury to or death of animals on Your Common Area, except where cover is provided under Extension 4 – Injury to or death of domestic pets.
15. Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.
16. ownership, use or possession by You of any Vehicle, watercraft, hovercraft, Aircraft, or Aircraft landing areas.
17. ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities.

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SECTION 3: VOLUNTARY WORKERS PERSONAL ACCIDENT

COVER

If selected and shown in the Schedule We will pay to a Voluntary Worker or their estate the corresponding benefit detailed in the following table for an Event first occurring during the Policy Period.

	Event	Benefit
1	Death	100% of the Compensation described in the Schedule
2	Loss of both Hands, or both Feet, or one Hand and one Foot	100% of the benefit Compensation in the Schedule
3	Total Loss of sight in both eyes	100% of the Compensation described in the Schedule
4	Loss of one Hand or one Foot or sight in one eye	50% of the Compensation described in the Schedule
5	Total Disablement	100% of the weekly Compensation described in the Schedule
6	Partial Disablement	50% of the weekly Compensation described in the Schedule

SECTION 3 EXTENSIONS

If We accept a claim under Section 3, We will also pay the Voluntary Worker the following expenses:

1 – Travel expenses

Travel expenses necessarily and reasonably incurred in obtaining medical treatment at the time of, or subsequent to, the sustaining of Bodily Injury up to a maximum of $1,000 for any one person per Event per Policy Period.

2 – Domestic Assistance

Domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities.

In respect of each week of disablement We will pay a weekly benefit not exceeding $500 up to a maximum of $5,000, provided that this Extension (2) Domestic Assistance will be reduced by any amounts payable under Events 5 and 6 for domestic assistance per Event per Policy Period.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 3

The meaning of some of the important words and terms used in Section 3 only are shown below.

Bodily Injury means

The injuries described in items 2-6 of the Section 3 table of Events and benefits

Doctor means

A legally registered medical practitioner who is not an insured person under this Policy or their relative.

Event means

Death of, or Bodily Injury sustained by, a Voluntary worker:

1. occurring in the course of the voluntary work for You at the Situation; and
2. resulting solely and directly from accidental, external and visible means; and
3. independent of any other cause or causes, including pre-existing physical or congenital conditions

Foot means

The entire foot below the ankle.

Hand means

The entire hand above the wrist.

Loss means in connection with:

1. A Hand – total and Permanent physical severance or Permanent total loss of use of the Hand;
2. A Foot – total and Permanent physical severance or Permanent total loss of use of the foot;
3. An eye, total and Permanent loss of all sight in an eye;

Which in each case is caused by Bodily Injury.

Permanent means

Having lasted twelve (12) consecutive months and at the expiry of that period, beyond hope of improvement.

Partial Disablement means

The complete inability of a Voluntary Worker to engage in a substantial part of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a doctor.

Total Disablement means

The complete inability of a Voluntary Worker to engage in all of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a doctor.

You, Your and Yours means

Any Voluntary Worker but only whilst engaged solely in work or duties on behalf of the Body Corporate.

BASIS OF SETTLEMENT APPLICABLE TO SECTION 3

We will pay the corresponding benefit to a Voluntary Worker for an Event subject to the following:

1. We will only pay the Voluntary Worker such benefit if that Voluntary Worker is not entitled to compensation under any workers' compensation insurance, motor

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accident legislation, any common law entitlement, any other statutory scheme, plan, or fund, or any other policy required to be effected by or under law;

2. If the Voluntary Worker dies as a result of a Bodily Injury We will reduce the amount We pay for Event 1 (Death) by any benefit We have paid for the Bodily Injury;
3. If a Voluntary Worker becomes entitled to payments under more than one of the Events in Table A, the benefit paid will be cumulative up to 100% of the benefit payable for Event 1 (Death);
4. For Events 5 and 6, We will pay for the period of disability:
   a. Commencing one week after the Voluntary Worker becomes disabled; and
   b. Ending when the disablement ceases or 104 weeks from the commencement of the disablement, whichever is earlier;

   provided that We will not pay for more than one of these Events at the same time.

   We will pay up to the maximum limit shown or 100% of salary, whichever is the lesser, but only where the Voluntary Worker is in paid employment at the time of the injury.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 3

In addition to the General Conditions applying to all Sections, the following conditions apply to Section 3:

1. The Voluntary Worker must obtain appropriate medical advice as soon as practicable after sustaining the Injury. Failure to follow proper medical treatment or advice in accordance with the above may result in Us reducing Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure.
2. You must advise Us in writing as soon as reasonably practicable after the occurrence of an Event covered by this Section 3.
3. You must pay the cost, if any, of any medical certificates, reports or other evidence that We may require to assess Your claim under this Section 3.
4. We may request You to have a medical examination by a Doctor nominated by Us for the purposes of assessing a claim made by You under this Section 3 and We will be responsible for the payment of such examination.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 3

In addition to the general exclusions applying to all Sections, under Section 3 We shall not be liable for any claim arising directly or indirectly from or having any connection with:

1. The Voluntary Worker's intentional self-injury, or suicide, including injuries suffered as a result of attempted suicide;
2. The Voluntary Worker being rendered less capable of taking care of himself or herself as a consequence of mental illness diagnosed by a Doctor, including any psychological, psychiatric or stress disorder;
3. The Voluntary Worker being rendered less capable of taking care of himself or herself as a consequence of being under the influence of alcohol or any drug, other than a drug prescribed by a Doctor;
4. The Voluntary Worker's childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;
5. Any pre-existing medical condition known to the Voluntary Worker;
6. Any Bodily Injury that does not manifest itself within 12 months of sustaining such Bodily Injury;
7. Arising out of a Voluntary Worker failing to procure and follow proper medical advice from a legally qualified medical practitioner;
8. Which results from the Voluntary Worker recklessly disregarding his or her own safety;
9. For Injury suffered which occurred before this cover commenced.
10. Any Event suffered by a Voluntary Worker that results from the use of power tools, garden maintenance tools and the like where appropriate safety equipment was not worn, carried or adopted by the Voluntary Worker.

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SECTION 4: FIDELITY GUARANTEE

COVER

We will cover You, up to the Limit of Liability shown in the Schedule for Section 4 against loss of Funds as a result of a Fraud occurring during the Policy Period which is discovered within twelve (12) months of the expiry of the Policy Period.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 4

The meaning of some of the important words and terms used in Section 4 only are shown below.

Fraud means

Fraudulent misappropriation of Funds.

Funds means

Money, securities, negotiable instruments or other tangible property received by You to be allocated to or set aside for the management of Insured Property.

Funds do not include personal Money, securities, negotiable instruments or other tangible property of Unit Owners.

You, Your and Yours means

The Body Corporate.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 4

In addition to the General Conditions applying to all Sections, the following conditions apply to Section 4:

1. On discovering a loss or circumstances likely to give rise to a loss covered by Section 4 (including, but not limited to any actual or alleged fraudulent or dishonest conduct by any person), You must, at Your own expense:
    a. As soon as reasonably practicable give written notice to Us;
    b. As soon as reasonably practicable give written notice to the police and obtain an event or reference number;
    c. Within 28 days of discovering a loss or circumstances likely to give rise to a loss covered by Section 4, provide to Us a written statement containing details of the cause, description and amount of the loss and any other information that We may reasonably require;
    d. Complete any claim form or sworn proof of loss that We may require;
    e. Provide assistance and cooperation to Us in investigating the loss; and
    f. Take all reasonable steps to obtain recovery of the loss and prevent any further loss.
2. If We have agreed to pay a claim (other than a claim where We pay the full Sum Insured) under this Section 4, We will reinstate the Sum Insured to the amount shown in Your Policy Schedule at the time of the loss. We will automatically reinstate the Sum Insured once only during each Policy Period for no additional premium. For any other reinstatement, You must apply for a reinstatement and if We agree to it, pay or agree to pay Us any additional premium that applies.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 4

In addition to the general exclusions applying to all Sections, under Section 4 We will not be liable for any loss:

1. Unless You have previously exhausted Your rights and entitlements under any other fidelity bond or fund, whether of a statutory nature or not;
2. Connected with any further Fraud committed after the initial discovery of loss;
3. Arising out of a Fraud committed prior to the Policy Period;
4. Of a consequential kind or nature;
5. Arising out of the conduct of any person if You have any prior knowledge of any prior conduct that is fraudulent or dishonest by that person;
6. Where proof of its existence or amount depends on any comparison of inventory records with a physical count or a profit and loss computation, except that this exclusion will not apply to the extent that You are able to prove the amount of the loss through other evidence unrelated to comparison or computation;
7. Arising out of a failure to make payment or of default under a loan or other credit transaction;
8. Arising out of, resulting from or in any way connected with any Cyber Crime (as defined in 'Section 8: Cyber' of this Policy).

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SECTION 5: OFFICE BEARERS LIABILITY

COVER

We will cover:

1. You against all Loss for which You are not indemnified by the Body Corporate; or
2. The Body Corporate against all Loss for which it grants indemnification to You, as permitted or required by law,

arising from any Claim, up to the Limit of Liability applicable to Section 5, provided that:

1. The Claim is made against You during the Policy Period and reported to Us during the Policy Period; and
2. The Claim arises out of a Wrongful Act, which wholly occurred after the Retroactive Date.

SECTION 5 EXTENSIONS

Continuity of Cover Extension

Notwithstanding anything to the contrary in this Policy, if You failed to correctly notify Us of a Claim or Circumstance arising in a previous policy period, We will extend cover to such a Claim or Circumstance subject to the terms and conditions of this Policy, provided that:

1. The Claim or Circumstance occurred after the Continuity Date; and
2. Your failure to correctly notify such Claim or Circumstance during a previous policy period is in no way connected with any fraudulent or deliberate non-disclosure or misrepresentation by You.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 5

The meaning of some of the important words and terms used in Section 5 only are shown below.

Claim means any:

A written or verbal allegation of a Wrongful Act, including a civil or criminal proceeding commenced by the service of a complaint, summons, charge or similar pleading alleging a Wrongful Act.

Circumstances means

Any facts, matters or circumstances which give rise to a Claim or has the potential to give rise to a Claim.

Continuity Date means

The date that this Policy was first incepted with Us and has subsequently been continuously renewed with Us with no break in cover with Us for the Policy or this Section; or as otherwise specified in the Schedule.

Defence Costs means

Legal costs and disbursements and related expenses incurred by You or the Body Corporate with Our prior written consent (which will not be unreasonably withheld) in the investigation, defence, monitoring, or settlement of any claim.

However defence costs does not include:

1. Any internal or overhead expenses incurred by You or the Body Corporate;
2. Any cost of Your time or that of any Officer in investigating, defending or settling any Claim; or
3. Any salaries or remuneration of any Officer (including Yourself) or of any employee or agent of the Body Corporate.

Loss means

the amount payable in respect of a Claim made against You for a Wrongful Act and will include:

1. Amounts payable under a judgment; or
2. A settlement with Our prior written consent; and
3. Legal costs awarded against You; and
4. Defence Costs.

Loss does not include

Fines, penalties, punitive, special, exemplary, liquidated or aggravated damages.

Senior Counsel means

A practising barrister who is entitled to practice as a Queen's/ King's Counsel or Senior Counsel in any State or Territory of Australia.

Retroactive Date means

The date specified in the Schedule, or if not specified, the date the Body Corporate was first formed.

Wrongful Act means

Any actual or alleged act, error or omission, negligence, breach of duty, misrepresentation or misconduct on your part in your capacity as an Officer.

You, Your and Yours means

Any past, present or future Officer of the Body Corporate.

LIMIT OF LIABILITY AND EXCESS

Limit of Liability

Our total liability to cover You under Section 5 in respect of all Loss including costs, expenses and Defence Costs arising from all Claims during the Policy Period is the Limit of Liability applicable to Section 5.

Excess

You must pay the amount shown in the Schedule as the Excess payable in respect of Office Bearers Liability Cover.

The Excess applies to each and every Loss including Defence Costs arising from any one Claim and Our liability to cover You under Section 5 is over and above the Excess.

For the purposes of determining the Excess applying to Section 5, all Claims arising from one act, error or omission or from a series of related acts, errors or omissions, will be regarded as one Claim.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 5

In addition to the general conditions applying to all Sections, the following conditions apply to Section 5:

1. You must give written notice to Us of any Claim made against You within 21 days of receipt of the Claim.
2. You and the Body Corporate must give all reasonable assistance to and cooperate with Us in the defence of any Claim at Your and the Body Corporate's cost.

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3. Neither You nor the Body Corporate should admit liability, settle any Claim nor incur any Defence Costs without Our prior written consent which will not be unreasonably withheld.
4. In accordance with the Subrogation general condition, We have the right to negotiate, defend or settle any Claim against You in Your name and will have full discretion in the conduct of any proceedings or in the settlement of any Claim.
5. If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim could have been settled including the costs and expenses incurred up to the date of such refusal.
6. The amount for which the Claim could have been settled (including the costs and expenses incurred up to the date of such refusal) is either:
    a. the amount for which the claimants offer to settle the Claim; or
    b. the amount assessed by a Senior Counsel, taking into account:
        i. the economics of the matter;
        ii. the damages and costs which are likely to be recovered from the claimants;
        iii. the likely defence costs; and
        iv. Your prospects of successfully defending the claim.
7. Where You and Us are unable to agree upon a fair allocation of Loss within 30 days of identifying that We are liable under Section 5 to identifying You for only part of a Loss, We will be entitled to brief Senior Counsel (to be mutually agreed within 10 days or, in default of agreement, to be selected by the then President of the local Bar Association or Council, or equivalent organisation in the relevant State or Territory) to provide an opinion that is binding on You and Us as to the fair allocation of Loss. The costs of obtaining this opinion will be paid by Us as part of the Defence Costs subject to any Limit of Liability under this Section 5.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 5

In addition to the General Exclusions applying to all Sections, under Section 5 We shall not be liable for any Claim arising directly or indirectly from or having any connection with any:

1. Claim made prior to the Policy Period, including:
    a. A Claim or Circumstances notified, in whole or part, to Us or any other insurer prior to the Policy Period; or
    b. A Claim or Circumstances of which the Body Corporate or You were aware or ought reasonably to have been aware, prior to the Policy Period.
2. Claim brought against a third party professional body corporate manager acting on Your behalf under contract.
3. profit or advantage gained by You where You were not legally entitled or for which You may be held accountable to the Body Corporate, Unit Owner or any other person or entity.
4. Money or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to the rules, by-laws or articles of the Body Corporate or as required by law.
5. warranty or guarantee.
6. trading or personal debt of Yours or the Body Corporate.
7. death, bodily injury, sickness or disease of any person (including Communicable Disease), or damage to, or loss of use of, any tangible property.
8. breach of any obligation owed to any employee of Yours or the Body Corporate.
9. defamation, including but not limited to, the publication or utterance of a libel or slander or other defamatory or disparaging material.
10. fines, penalties, punitive, special, exemplary, liquidated or aggravated damages.
11. duty, tax, levy or other impost.
12. conflict of duty or interest.
13. liability assumed in contract except where that liability would otherwise exist at law in the absence of the contract.
14. The effecting or maintenance of insurance, or any failure to effect or maintain insurance.
15. intentional exercise of a power where the exercise of the power is for a purpose other than the purpose for which the power was conferred.
16. alleged or actual dishonest, fraudulent, malicious or criminal act or omission but this exclusion will not apply to Defence Costs incurred in successfully defending such a Claim.
17. Wrongful Act which occurred or was committed prior to the Retroactive Date.
18. Claim brought or maintained by any person who is:
    a. An insured under this Policy; or
    b. An entity operated or controlled by any insured under this Policy.
19. Claim brought in a court of law or tribunal outside Australia or in respect of any action or conduct located outside of Australia.

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SECTION 6: MACHINERY BREAKDOWN

COVER

We will cover You up to the Sum Insured shown in the Schedule for Section 6 for:

1. Breakdown of a Machine; or
2. Explosion or Collapse of a Boiler or Pressure Vessel,

occurring at the Building(s) during the Policy Period, during the ordinary course of working, and on the basis set out in this Section 6.

SECTION 6 EXTENSIONS

The following Extensions are included only when the Sum Insured under Section 6 is not otherwise exhausted:

1 - OVERTIME, FREIGHT, HIRE AND TEMPORARY REPAIR EXTENSION

We will pay up to 20% of the Sum Insured or $25,000 in the aggregate per Policy Period for:

1. extra charges for overtime, night work or work on public holidays for repair and replacement of the insured Machine;
2. express freight within Australia other than specifically chartered air freight for replacements and parts for the insured Machine;
3. the cost of hiring of temporary machines provided this cost is necessary to maintain a vital service provided by You; and
4. the cost of effecting temporary repair to the insured Machine.

as the result of loss insured under this Section.

2 – ADDITIONAL EQUIPMENT

Cover is extended to include additional Equipment installed during the Policy Period not previously disclosed to Us provided always that:

1. You must notify Us as soon as reasonably possible, in writing, of the installation of such additional Equipment and pay any additional premium We may require;
2. cover will not commence until after the Equipment has been installed, tested and successfully commissioned, and has been operating normally for no less than eight (8) hours in total;
3. the Sum Insured, limits and excesses of this section shall remain unchanged.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 6

The meaning of some of the important words and terms used in Section 6 only are shown below.

Boiler Explosion means

The sudden and violent tearing, shredding, or shattering of the Boiler or Pressure Vessel by force of internal steam, gas or fluid pressure (including the pressure of ignited flue gases) causing physical displacement of its structure together with forcible escape of its contents.

Boiler or Pressure Vessel means

Those parts of the permanent structure of a boiler, pressure vessel, economiser or superheater and attaching pipe systems which are subject to internal steam, gas or fluid pressure and declared to Us.

Breakdown means

Sudden and unforeseen physical damage to the Machine which requires the repair or replacement of any part to restore normal operation.

Collapse means

The sudden and dangerous distortion of a boiler or pressure vessel caused by bending or crushing of the permanent structure by force of steam, gas or fluid pressure (other than the pressure of ignited flue gases) including damage caused by overheating resulting from deficiency of water.

Equipment means

Machines, Boilers or Pressure Vessels.

Machine or Machinery means

Electrical or mechanical machinery and its components owned by You, located at the Situation and disclosed to us in the Proposal, but does not include:

1. Computers, telephone and closed-circuit television installations, audio visual and amplification equipment and other office electronic equipment;
2. Gambling, amusement, vending machinery, audio or visual entertaining equipment;
3. Any Vehicle, caravan, trailer, motorcycle, watercraft or Aircraft.
4. Reticulating electrical wiring or lighting equipment;
5. Water or gas piping, storage tanks and vats;

Salvage means

The damaged Equipment which is salvaged or left over following a claim under this Section.

You, Your and Yours means

The Body Corporate.

BASIS OF SETTLEMENT

If You have a valid claim under Section 6, We will pay for or reinstate the Equipment on the basis set out below.

1. Where the Equipment is:
    a. lost or destroyed – We will pay for its replacement by similar property, to a condition equal to but not better or more extensive than its condition when new; or
    b. damaged – We will pay for its repair or restoration to a condition substantially the same as but not better or more extensive than its condition when new.

We are not bound to replace, restore or repair the Equipment exactly or completely but only as circumstances permit and in a reasonably sufficient manner.

If the Equipment can be repaired, then We will repair it unless the cost of repair exceeds the replacement cost, in

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which case we will replace it without deduction for depreciation.

2. The agreed value of any Salvage will be deducted from any claim and the Salvage will remain your Property.

3. Our liability is limited under Section 6 to the Sum Insured in respect of each item shown in the Schedule in addition to the Excess shown.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 6

In addition to the general exclusions applying to all Sections, under Section 6, we will not cover claims for:

1. any loss that is covered under Section 1 of this Policy or would have been covered were it not for the operation of any Excess.
2. consequential loss of any kind other than that which is specifically stated.
3. faults or defects known to You, or an Officer, or which You ought to have reasonably known, at the time You submitted the Proposal.
4. replacement parts, labour cost or travelling cost recoverable under any supplier, manufacturer or repairer's warranty or guarantee, or which would have been covered but for a breach of Your obligations under the terms of the guarantee or warranty.
5. the cost of replacement of:
    a. heating or defrosting elements, brushes, batteries, screens, sieves, belts, ropes, wires, chains, felts, fabrics, packings, exchangeable tools, dryers, cutting blades, seals, fuses, filters, glass or ceramic components, electric contacts, filaments, tyres, rails, plates, dies, engraved cylinders, mould, patterns, or other parts which are expendable or which by their use and nature typically suffer a high rate of or depreciation;
    b. refrigerant or transformer oils due to defective glands, shafts, seals, valves, gauges or loose connections;
    c. fuels, chemicals, filter substances, heat transfer media, cleaning agents, lubricants, oil, catalysts or other operating material;
    d. concrete, brickwork, foundations, or refractories; or
    e. materials in the course of or undergoing processing.
6. if at the time of loss:
    a. the setting of any safety device on or for the Equipment was in excess of the limit imposed by any applicable regulation or the limit recommended by the manufacturer;
    b. any safety device on or for the Equipment was removed or rendered inoperative;
    c. the Equipment was not the subject of a current certificate of inspection as required by any regulation.
7. where the Equipment:
    a. is or was operated in an unsafe condition; or
    b. does not conform with applicable Australian standards or codes; or
    c. has not been inspected in accordance with Australian Standard AS/NZS 3788 1996 as amended and any other applicable Australian standards, codes or laws.

    and that caused or contributed to the loss, destruction or damage

We will not cover claims arising directly or indirectly from:

8. testing, commissioning, maintenance, cleaning or improvement including:
    a. modifications, alterations, additions, improvements, or overhauls of the Equipment,
    b. exchange of parts, equipment, apparatus, liquids or gases due to Australian legislative requirement or standard.
    c. the Equipment being subjected to tests involving abnormal stresses; or intentionally overloaded.
9. installation or erection, other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.
10. the wear, tear, or gradual deterioration of Equipment as a result of its normal operation;
11. scratching, chipping, discolouration or other marking of painted, finished, or polished surfaces;
12. the wearing away or wasting of the material of the Machine, Boiler or Pressure Vessel by atmospheric conditions, rust, erosion, oxidation, leakage, corrosion or ordinary use;
13. the tightening of loose parts, recalibration or adjustments;

In respect of Boilers and Pressure Vessels, we will not cover claims arising out of, directly or indirectly:

14. slowly developing deformation or distortion;
15. cracks, fractures, blisters, laminations, flaws or grooving even if accompanied by leakage or damage to tubes, heaters or other parts of the Boiler or Pressure Vessel caused by overheating or leakage at seams, tubes or other parts of the Boiler or Pressure Vessel;
16. failure of joints or seams.
17. any hydraulic or hydrostatic test of the Boiler or Pressure Vessel.

In respect of Machinery Breakdown, we will not cover:

18. an unattended combustion engine as a result of the combustion engine not being fitted with an effective operational engine monitoring device which would have stopped the combustion engine in the event of a lubricating or cooling fault or failure.
19. for a submersible or borehole pump as a result of the submersible or borehole pump not being fitted with an effective operational water flow or pressure switch capable of stopping the submersible or borehole pump in the event of water pressure drop or insufficient water flow.

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SECTION 7: GOVERNMENT AUDIT, HEALTH & SAFETY, & LEGAL EXPENSES

Section 7 operates on a claims made basis and as such:

1. Part A responds to Audits first notified to You, and
2. Part B responds to Health & Safety Claims first made against You, and
3. Part C respond to Claims first made against You

during the Policy Period and notified to Us during the same Policy Period.

PART A: GOVERNMENT AUDIT EXPENSES COVER

We will pay, up to the Limit of Liability shown in the Schedule for Part A of Section 7, for Audit Costs and Professional Fees that You reasonably incur with Our written consent (which will not be unreasonably withheld).

You must advise Us as soon as reasonably practicable in writing of any Audit and We shall not pay unless it was notified to you during the Policy Period and you reported it to Us during that Policy Period or within 30 days thereafter.

PART B: HEALTH & SAFETY LEGAL EXPENSES

We will pay, up to the Limit of Liability shown in the Schedule for Part B of Section 7, for Legal Expenses that You necessarily incur with Our consent (which will not be unreasonably withheld) to appeal against any Health and Safety Claim which arises out of Your failure to provide and maintain so far as is reasonably practicable:

1. A safe working environment;
2. A safe system of work;
3. Plant and substances in a safe condition;
4. Adequate facilities of a prescribed kind for the welfare of Your Employees.

You must advise Us as soon as reasonably practicable in writing of any Health and Safety Claim and We shall not pay unless it was brought against you during the Policy Period and you reported it to Us during that Policy Period or within 30 days thereafter.

PART C: LEGAL EXPENSES COVER

We will pay, up to the Limit of Liability shown in the Schedule for Part C of Section 7, for Legal Expenses that You are liable to pay following a Claim brought against You in Australia,:

1. in connection with the ownership of Your Common Area and Insured Property;
2. under the Competition and Consumer Act 2010 (Cth) or under any other consumer protection legislation;
3. arising out of any dispute with an employee, former employee or prospective employee:
    a. concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
    b. leading to civil or criminal proceedings under any racial or sexual discrimination Legislation.

You must advise Us as soon as reasonably practicable in writing of any Claim and We shall not pay unless it was brought against you during the Policy Period and you reported it to Us during that Policy Period or within 30 days thereafter.

We shall not be obliged to pay any Legal Expenses unless We are satisfied that You have good prospects of successfully defending the proceedings and that the Legal Expenses are both reasonable and necessary.

If You are not successful in defending legal proceedings brought against You, We will only pay for one appeal in respect of those proceedings.

You must advise Us in writing of Your intention to appeal at least seven (7) days before expiry of your appeal rights. This information will be contained in the decision provided to You under the original legal proceedings.

We shall not be obliged to approve the Legal Expenses in relation to the appeal unless We are satisfied that You have good prospects of successfully appealing the decision.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 7

The meaning of some of the important words and terms used in Section 7 only are shown below.

Audit means

An investigation of Your financial affairs or an investigation or enquiry of Your compliance with record-keeping requirements by a State, Territory or Commonwealth Department, Statutory Body, Agency or the Australian Taxation Office.

Audit Costs means

Fees, charges and disbursements of an external professional person or consultant engaged by You, and approved by Us, for work undertaken in connection with an Audit.

Auditor means

A person authorised under State, Territory or Commonwealth Legislation to carry out an investigation or Audit of Your financial affairs.

Claim means

In relation to the ownership or management of the Insured Property, the:

1. commencement of civil or criminal proceedings against You in Australia by the service of a complaint, summons, charge or similar pleading; or
2. a written or verbal advice of intent to initiate legal proceedings against You.

Designated Liability means

Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision means

A written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement which is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

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Health & Safety Claim means

1. An improvement or prohibition notice issued to You under any workplace, occupational health, safety or similar legislation applying where the Insured Property is situated; or
2. A determination made against You by a review committee, arbitrator, tribunal or court under any workplace occupational health, safety or similar legislation applying where the Insured Property is situated.

Legal Expenses Means

The legal fees, costs, expenses and disbursements incurred in connection with a Claim.

Professional Adviser means

1. an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
2. any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees means

The reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

1. form part of an annual or fixed fee or cost arrangement; or
2. relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
3. were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
4. relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

You, Your and Yours means

The Body Corporate.

LIMIT OF LIABILITY AND EXCESS

Limit of Liability

Our liability to cover You under each part of Section 7 will not exceed the Limit of Liability stated in the Schedule for each part of Section 7 for each Claim reported during the Policy Period including any such Claim reported but not finalised until a subsequent Policy Period..

Our total liability to You under each part of Section 7 for all Claims in the Policy Period shall also not exceed the Limit of Liability shown in the Schedule for each part of Section 7.

Excess and Contribution

The Excess shown in the Schedule in relation to this Section applies to each Event and Our liability to cover You under each part of Section 7 is over and above the Excess.

Part C is subject to further contribution by the Insured in addition to the Excess shown in the Schedule, up to 10% or as otherwise shown in the Schedule.

Part C Excess and Contribution Examples based on $50,000 Sum Insured:

Example	(1)	(2)	(3)
Cost of Legal Defence Expenses	$25,000	$50,000	$75,000
Excess	$1,000	$1,000	$1,000
Legal Defence Expenses Net of Excess	$24,000	$49,000	$74,000
Contribution (10% of Net Expenses)	$2,400	$4,900	$7,400
Claimable Amount	$21,600	$44,100	$50,000

SPECIFIC CONDITIONS APPLICABLE TO SECTION 7 PART A

In addition to the General Conditions applying to all Sections, the following conditions apply to Section 7 Part A:

1. All taxation and other returns must be submitted within the time limits prescribed by all relevant statutes and legislation or if an extension is granted within the further period granted.
2. All taxes must be paid by the due date or within any extension granted.
3. You must make full and complete disclosure of all assessable income (including capital gains) as required by any relevant legislation.
4. Upon becoming notified of an Audit or impending Audit, you must promptly inform Us in writing.
5. Obtain written approval from Us (which will not be unreasonably withheld) before engaging a professional adviser, other than your accountant, and notify Us of all Professional Fees Your accountant proposes to charge.
6. An Audit commences:
    a. At the time You first receive notice that an Auditor proposes to conduct an Audit; and
    b. is completed when:
        i. the Auditor has given written notice to that effect; or
        ii. the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
        iii. when the Auditor has issued an assessment or amended assessment of a Designated Liability.

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SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 7 PARTS B AND C:

In addition to the general exclusions applying to all Sections, under Section 7 Parts B and C We will not pay claims relating to:

1. A conflict of Your duty or a conflict of Your interest;
2. Any matter arising out of any insurance cover required by legislation;
3. Any matter where insurance cover is separately available to You within this Policy;
4. Circumstances that You knew of prior to the inception of this Policy, or a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a Claim against You;
5. Any proceedings brought by Us;
6. Anything which arises from a deliberate act including a deliberate act of fraud or dishonesty that You or anyone acting for You did;
7. Costs and expenses that You have not sought Our consent (which will not be unreasonable withheld) prior to them being incurred;
8. Legal proceedings relation to defamation, slander or libel;
9. Defending legal proceedings without obtaining Our prior written consent or in a different way from that advised to Your authorised legal representative;
10. Penalties, fines, compensation or awards of aggravated, exemplary or punitive damages made against You, other than legal costs and expenses;
11. Proceedings brought by You or on Your behalf;
12. Improvement or prohibition notices or proceedings or any other circumstances which may lead to a proceeding of which You were aware before the Policy Period or ought reasonably to have been aware of;
13. Improvement or prohibition notices or proceedings that You have not advised Us of as soon as reasonably practicable during the Policy Period.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 7 PART A:

In addition to the general exclusions applying to all Sections, under Section 7 Part A We will not pay for Professional Fees:

1. If prior to the commencement of the Policy Period You, or any person acting on Your behalf:
   a. received any notice of a proposed Audit; or
   b. Had information that an Audit was likely to take place; or
   c. Had information that would indicate to a reasonable person that an Audit was likely to take place.
2. If a return, or a document required to be lodged in relation to an Audit, has not been lodged with the relevant authority:
   a. At all;
   b. Properly; or
   c. By the due date.
3. For any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:
   a. Any act or omission by You; or
   b. Any failure, act or omission arising from or in connection with Your statutory obligations.
4. Charged by someone other than a Professional Adviser unless We have given prior written consent which will not be unreasonably withheld.
5. Relating to the Audit of Your taxation and financial affairs unless the return is first lodged:
   a. during the Policy Period; or
   b. not more than twelve (12) months prior to Policy Period; or
   c. relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit and that is received during the Policy Period.
6. Relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.
7. If You breach any conditions in this Policy, including a failure to comply with any requirement imposed by any relevant legislation or a failure to comply with the conditions set out in Section 9 and throughout this Policy.

SPECIFIC EXCLUSIONS APPLICABLE TO ALL PARTS OF SECTION 7:

We will not under any circumstances pay for the cost of:

1. Any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges;
2. Any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations;
3. The gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

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SECTION 8: CYBER

COVER

We will cover You, up to the Limit of Liability shown in the Schedule for Section 8 against:

1. loss of Funds as a result of Cyber Crime; and
2. Defence Costs incurred as a result of a Data Breach

where such Cyber Crime or Data Breach first occurs during the Policy Period and which is discovered no more than twelve (12) months of the expiry of the Policy Period.

The Cyber Incident exclusion shall not apply to this section.

SPECIFIC DEFINITIONS APPLICABLE TO SECTION 8

The meaning of some of the important words and terms used in Section 8 only are shown below.

Cyber Crime means

Fraudulent misappropriation of Funds by any person acting without any participation or knowledge on Your part from Social Engineering Fraud, phishing, phreaking or other forms of cyber fraud.

Data Breach means

The unauthorised access to, deletion, modification or disclosure of Personal Information in Your care, custody or control and for which You are legally responsible.

Defence Costs means

Legal costs and disbursements and related expenses incurred by You with Our prior written consent (which will not be unreasonably withheld) in the investigation, defence, monitoring, or settlement of any claim relating to a Data Breach.

However defence costs does not include:

1. Any internal or overhead expenses incurred by You or the Body Corporate;
2. Any cost of Your time or that of any Officer in investigating, defending or settling any Claim; or
3. Any salaries or remuneration of any Officer or of any employee or agent of the Body Corporate.

Funds means

Money, securities, negotiable instruments or other tangible property received by You to be allocated to or set aside for the management of Insured Property. Funds do not include personal Money, securities, negotiable instruments or other tangible property of Unit Owners.

Personal Information means

The personal information of past and present Unit Owners or their tenants held digitally.

Social Engineering Fraud means

Impersonation by digital media (including but not limited to email and social media) of:

1. an Officer, employee or agent of the Body Corporate
2. an occupier of a Unit or Unit Owner
3. a party with which the Body Corporate has a written contract for the sale or purchase of goods or services

by a Third Party to manipulate an Officer to issue an instruction to a financial institution to debit, pay, deliver or transfer Funds to that Third Party or another person or entity.

Third Party means

A person or persons who are not an Officer, agent or strata manager of the Body Corporate.

You, Your and Yours means

The Body Corporate.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 8

In addition to the General Conditions applying to all Sections, the following conditions apply to Section 8:

1. It is a condition of cover that prior to transferring funds You validate any new or amended bank details by telephone with a known contact at the transferee;
2. You must give Us written notice as soon as reasonably practicable of the discovery of any conduct that is fraudulent or dishonest by any person with access to or control of Your Funds or any lack of integrity by such person whether giving rise to a claim or not;
3. On discovering a loss or circumstances likely to give rise to a loss covered by Section 8, You must, at Your own expense:
    a. As soon as reasonably practicable give written notice to Us;
    b. As soon as reasonably practicable give written notice to the police;
    c. Within 28 days of discovering a loss or circumstances likely to give rise to a loss covered by Section 8, provide to Us a written statement containing details of the cause, description and amount of the loss and any other information that We may reasonably require;
    d. Complete any claim form or sworn proof of loss that We may require;
    e. Provide full assistance and cooperation to Us in investigating the loss; and
    f. Take all reasonable steps to obtain recovery of the loss and prevent any further loss.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 8

In addition to the general exclusions applying to all Sections, under Section 8 We will not be liable for any claim:

1. Resulting directly or indirectly from a failure to follow Specific Condition 1 to Section 8;
2. Covered under any other section of this policy;
3. Resulting from an act, error or omission of Your strata manager or similar agent;
4. Resulting from the loss or unauthorised access to, modification or disclosure of Personal Information in the care, custody or control of Your strata manager or similar agent;
5. Unless You have previously exhausted Your rights and entitlements under any other fidelity bond or fund, whether of a statutory nature or not;

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6. Connected with any further Cyber Crime or Data Breach committed after the initial discovery of loss;
7. arising out of a Cyber Crime or Data Breach committed prior to the Policy Period;
8. for consequential loss;
9. arising out of the conduct of any person if You have any prior knowledge of any prior act of fraud or dishonesty by that person;
10. where proof of the existence or amount of loss depends on any comparison of inventory records with a physical count or a profit and loss computation, except that this exclusion will not apply to the extent that You are able to prove the amount of the loss through other evidence unrelated to comparison or computation;
11. arising from a failure to make payment or of default under a loan or other credit transaction.

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STRATA PLAN

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

6739

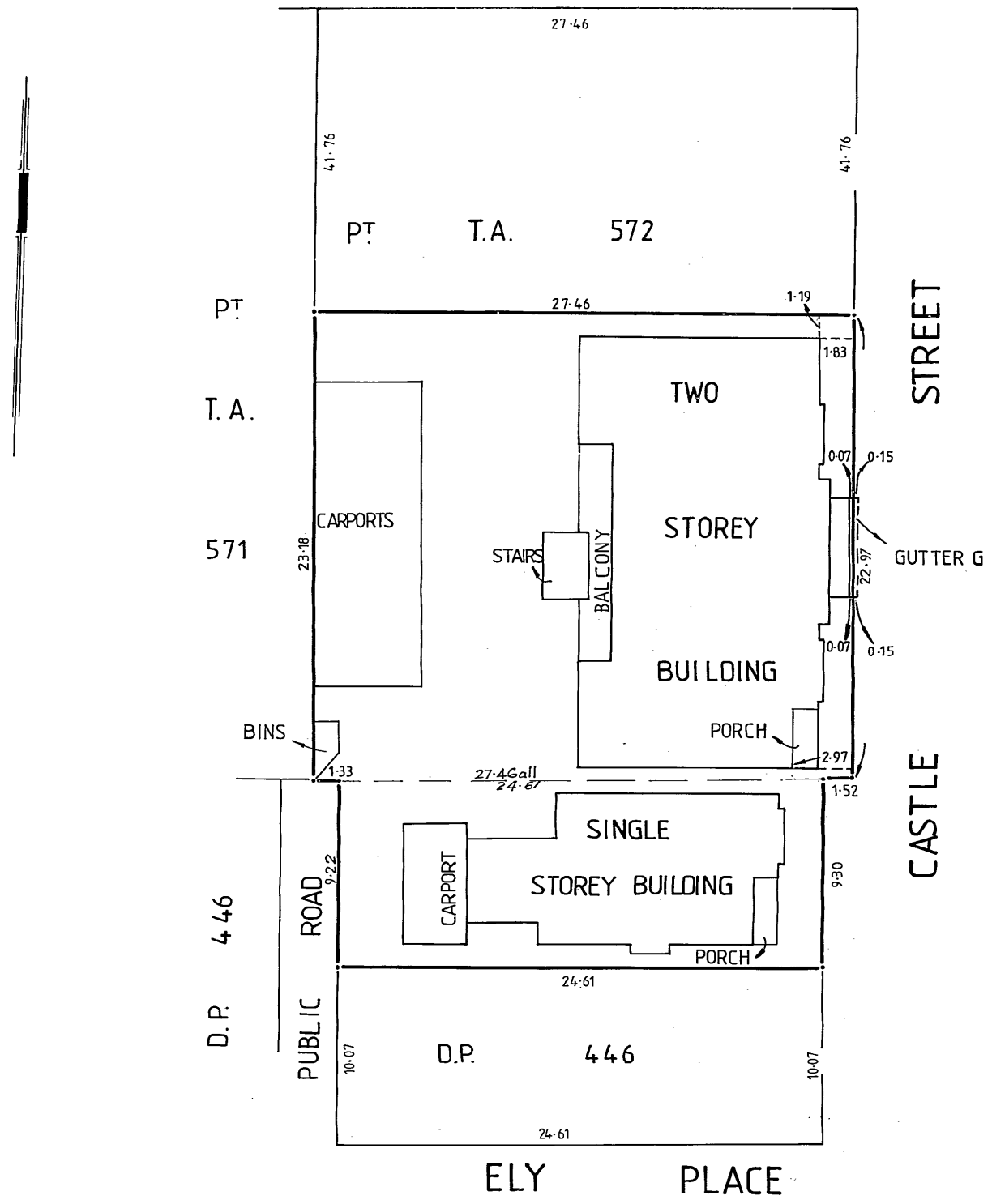
STRATA PLAN NUMBER
SP 6739

ACCEPTED FOR DEPOSIT
pro Registrar-General
30/ 10 /1985

Reference Map No.

COUNCIL
CITY OF ADELAIDE

THIS IS SHEET 1 OF 4 SHEETS



HUNDRED OF ADELAIDE

Pt T.A. 572 & lot 20 of D.P. 446 of T.A. 595
CITY OF ADELAIDE

SCALE 0 5 10 15 20 METRES

C.T. VOL 1778 FOL 164
C.T. VOL. 2583 FOL. 85, 86
C.T. VOL 4238 FOL. 34
TOTAL AREA 861 m²
SITE PLAN

Authority for data vide F.P. 22713.

I, LINDSAY HOWARD HEWETT
a Licensed Surveyor within the meaning of the Surveyors Act, 1975, do hereby certify

1. that all the units and unit subsidiaries and all buildings and other structures depicted hereon are wholly comprised within the boundaries of the parcel delineated on this strata plan, except for the encroachment upon Castle Street shown as Gutter G.
2. that this strata plan represents an accurate delineation of the units and unit subsidiaries as constructed or laid out on the parcel;
3. that this strata plan complies with the requirements of regulation 19 of the Real Property Act (Strata Titles) Regulations, 1969

Dated this 20th day of SEPTEMBER 1985

Licensed Surveyor

LTO G

MICROFILMED
12.11.1985

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WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

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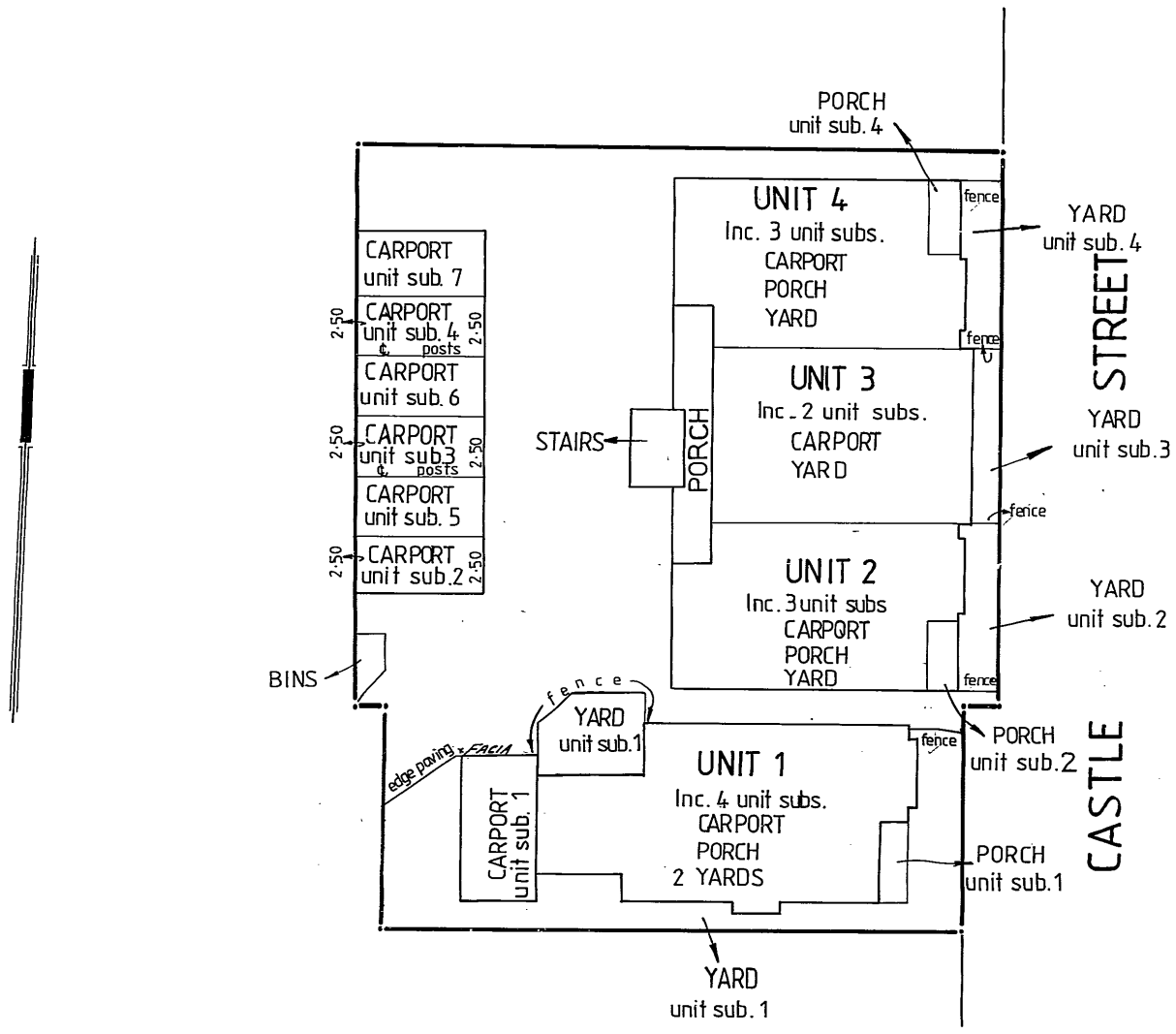
STRATA PLAN NUMBER
SP 6739

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pro Registrar-General
30/ 10 /1985

Reference Map No.

COUNCIL
CITY OF ADELAIDE

THIS IS SHEET 2 OF 4 SHEETS



SCALE 0 5 10 15 20 METRES

GROUND FLOOR PLAN

& ASSOC. PTY. LTD.
SURVEYING & PLANNING CONSULTANTS

TELEPHONE:

The lower and upper boundaries of the unit subsidiaries shown as yards are existing ground level and 3.00 metres above existing ground level respectively except where eaves exist, then the upper boundary is to be 0.15 metres below the level of the eaves.
The boundary of a unit is midway between the inner and outer surfaces of the walls of the said unit.
The boundary of a unit subsidiary where it abuts a unit is a plane parallel to and 0.02 metres distant from the outer surface of the wall of the unit.
The upper boundary of a unit subsidiary shown as porch, carport, is a line 0.15 metres below the level of the existing eaves of that particular unit subsidiary or, if not fully covered, then 0.15 metres below the existing eaves of the units.
The height of each unit is limited to a line midway between the upper and lower surfaces of the ceiling of that unit.

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WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

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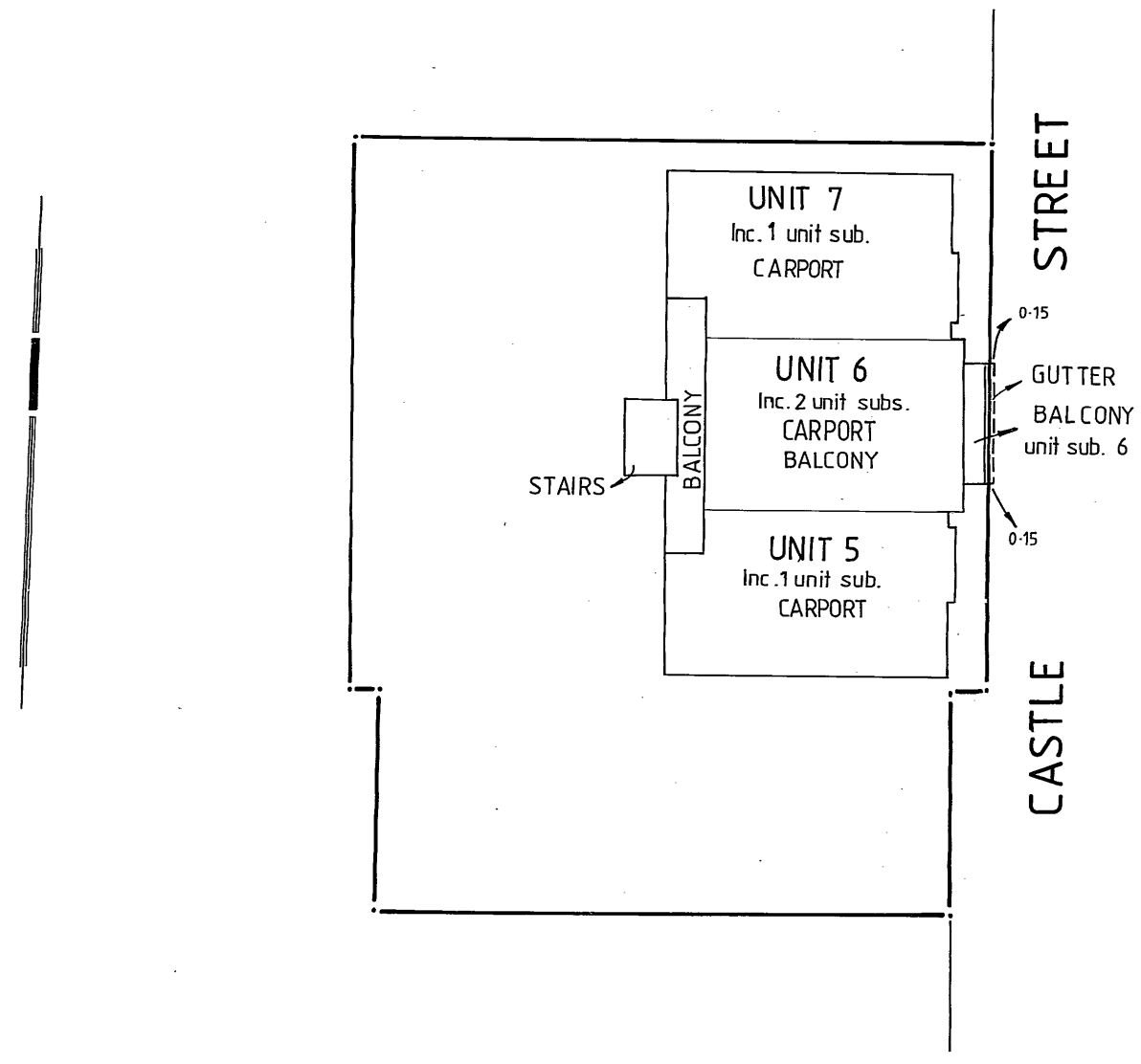
STRATA PLAN NUMBER
SP 6739

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30/ 10 /1985

Reference Map No.

COUNCIL
CITY OF ADELAIDE

THIS IS SHEET 3 OF 4 SHEETS



SCALE 0 5 10 15 20 METRES

FIRST FLOOR PLAN

& ASSOC. PTY. LTD.
SURVEYING & PLANNING CONSULTANTS

TELEPHONE:

The lower and upper boundaries of the unit subsidiaries shown as yards are existing ground level and 3.00 metres above existing ground level respectively except where eaves exist, then the upper boundary is to be 0.15 metres below the level of the eaves.
The boundary of a unit is midway between the inner and outer surfaces of the walls of the said unit.
The boundary of a unit subsidiary where it abuts a unit is a plane parallel to and 0.02 metres distant from the outer surface of the wall of the unit.
The upper boundary of a unit subsidiary shown as balcony, carport, is a line 0.15 metres below the level of the existing eaves of that particular unit subsidiary or, if not fully covered, then 0.15 metres below the existing eaves of the units.
The height of each unit is limited to a line midway between the upper and lower surfaces of the ceiling of that unit.

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SCHEDULE OF UNIT ENTITLEMENT

UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT
1	1 804				
2	1 366				
3	1 366				
4	1 366				
5	1 366				
6	1 366				
7	1 366				
				AGGREGATE	
				COMMON PROPERTY	
				ROAD or RESERVE ALLOTMENTS	
AGGREGATE	10 000	AGGREGATE			

STRATA PLAN NUMBER

SP 6739

Authenticated vide
Application No. 6100235
and Accepted for Deposit

pro Registrar-General
30/10/1985

THIS IS SHEET 4 OF 4 SHEETS

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MFS HOME FIRE SAFETY INFORMATION

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Home fire safety fact sheet

Smoke Alarm Legislation

Regulation 76B of the Regulations under the Development Act, 1993 requires that smoke alarms complying with Australian Standard 3786 be fitted to all "Class 1 and 2 buildings." (Compliance with Australian Standard 3786 will be shown on the smoke alarm packaging.)

"Class 1 and 2 buildings" means:

Any single dwelling including detached houses or attached houses such as row houses, terrace houses, town houses, villa units, etc.

- A boarding house, guest house, hostel or the like with a total floor area not exceeding 300m^2 and in which not more than 12 persons would ordinarily be resident.

  Note: Larger buildings of these types will require a commercial type fire alarm system.

- Any building containing two or more sole-occupancy units each being a separate dwelling (i.e. flats, motel units, apartments and the like) where the building is not required to be fitted with a commercial type fire alarm system.

The Building Code of Australia also requires domestic smoke alarms complying with Australian Standard 3786 in Class 3 and 4 buildings

- Class 3 building means a residential building, other than a Class 1 or 2 building, which is a common place of long term or transient living for a number of unrelated persons (maximum 20 persons 2 storeys or less). Example: boarding-house, hostel, backpackers' accommodation or residential part of a hotel, motel, school or detention centre.

- Class 4 means a dwelling in a building not purpose built for accommodation. Example: A flat over a shop.

New Buildings

Building Approval On Or After 1 January 1995

Since 1 January 1995, smoke alarms have been required in all new homes in South Australia. These alarms must be hard-wired to the 240 volt mains power supply unless the dwelling is not connected to such a supply.

Adelaide Station
99 Wakefield Street
Adelaide SA 5000

Enquiries 8204 3611
samfscommunitysafety@sa.gov.au
www.mfs.sa.gov.au

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They should also be fitted with a back-up battery to provide power in case of a mains power supply failure.

In dwellings not connected to mains power, smoke alarms powered by 10 year life, non-replaceable, non-removable, permanently connected batteries may be installed.

Existing Buildings

Building Approval Before 1 January 1995

As a minimum requirement all homes where building approval was granted before 1 January 1995 are required to be fitted with a smoke alarm powered by a replaceable battery subject to the following change of ownership conditions.

Change of ownership on or after 1 February 1998

From 1 February 1998, if there is a change of ownership of the land on which any building covered by this legislation is built, the new owner must, within 6 months of title transfer, install smoke alarms either:

- hard-wired to the 240 volt household power supply (unless the dwelling is not connected to such a supply); or
- powered by 10 year life, non-replaceable, non-removable, permanently connected batteries.

Home owners were required to comply with the smoke alarm legislation for existing buildings by 1 January 2000.

Interconnection Of Alarms

- From 1 May 2014, smoke alarms have been required to be interconnected in all new class 1 dwellings, within sole-occupancy units of class 2 and 3 buildings and in class 4 parts of buildings. (Class 4 is a single dwelling in an office building, retail building, storage building, manufacturing building or public building.)
- In existing buildings (i.e. those approved before 1 May 2014) any extension or addition (approved from 1 May 2014) which requires more than one smoke alarm must have those alarms interconnected however there is not a requirement to interconnect to alarms in the existing building.
- Smoke alarms in subsequent extensions will be required to interconnect to any alarms in extensions approved after 1 May 2014.

How Many Smoke Alarms And Where?

The Development Regulations require that one or more smoke alarms must be installed in every dwelling in locations that will provide reasonable warning to occupants of sleeping areas so that they may safely evacuate in the event of a fire.

For detailed and specific information about smoke alarms please see our Home Fire & Life Safety Fact Sheet "Smoke Alarms".

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Government of South Australia

METROPOLITAN FIRE SERVICE SOUTH AUSTRALIA

JAN 2020